

Data Protection Information for Participating Persons

Programme "Zero to Hero On-Demand" · Johner Institut GmbH · Version October 2026

You are taking part in a professional training programme run by Johner Institut and, for this purpose, receive personal access to an AI work environment provided by us and to our learning platform with the video modules. This sheet explains how we handle your data in this context and what applies to your use. No signature is required.

1. Who is responsible for the processing

Johner Institut GmbH, Reichenaustraße 39a, 78467 Konstanz, Germany · Phone +49 7531 9450020 · info@johner-institut.de · Managing Director: Markus Gerhart · HRB 710768, Local Court (Amtsgericht) Freiburg

2. Our Data Protection Officer

TÜV SÜD Akademie GmbH, Datenschutz Consulting Services · Westendstraße 160, 80339 Munich, Germany · datenschutz@tuvsud.com

3. What data we process

Category	Details
Contact data	First name, last name, business e-mail address, company
Access data	Identifier of the access assigned to you, time of set-up and termination
Usage data	Extent of use, number of sessions, times of use
Learning and support data	Unlocked modules, learning progress and self-test results on the learning platform; your requests to our e-mail support

This information does not cover the content you work on in the AI work environment. We do not take note of this content, even though, as the account owner, we would technically be able to access it (section 15). You work exclusively on a fictitious sample product provided by Johner Institut. Your employer's documents are not included; this is expressly excluded in the contract with your employer.

4. Where the data comes from

We receive your contact data from your employer, who designated you for participation when placing the order. The access, usage and learning data arise during use.

5. Why we process the data and on what legal basis

Purpose	Legal basis
Setting up, managing and terminating your personal access	Art. 6(1)(f) GDPR, our legitimate interest and that of your employer in carrying out the agreed training
Conducting the programme and communicating with you	Art. 6(1)(f) GDPR, additionally Art. 6(1)(b) GDPR, insofar as a separate obligation exists between you and us on the basis of your declaration
Managing an appropriate scope of use and preventing misuse	Art. 6(1)(f) GDPR, our legitimate interest in a functioning course operation and in compliance with the terms of our provider
Proof of participation and issuing a certificate	Art. 6(1)(f) GDPR
Fulfilment of statutory retention obligations	Art. 6(1)(c) GDPR

Where we rely on legitimate interests, we have carried out a balancing of interests. You can object to it in accordance with section 10.

6. Who receives the data

- Anthropic Ireland, Limited, Dublin, Ireland, as the provider of the AI work environment engaged by us (hereinafter the "Provider").
- The provider of our learning platform (Memberspot), through which you access the video modules, assignments and self-tests, as a processor engaged by us.
- Your employer receives information on whether and to what extent the access assigned to you has been used, as well as on your participation. We do not pass on the content of your work to your employer; we do not have it.
- Service providers who support us in operation and administration, each bound by contract.

7. Transfer to countries outside the European Union

The Provider also processes data outside the European Union. We cannot guarantee processing exclusively within the European Union. There is no EU data residency for the service used. The transfer is based on the Standard Contractual Clauses of the European Commission (Implementing Decision (EU) 2021/914). We will provide you with a copy on request.

8. How long we store the data

Data	Duration
Access and usage data	until the end of your AI access (31 Mar 2027 or the end of a booked extension), then deletion within the Provider's time limits
Learning and support data	until the end of your access to the learning platform (12 months from activation), then deletion
Contact data and proof of participation	until the statutory retention periods expire

At the Provider, a retention period of 30 days currently applies to accounts of business customers.

On your work computer. The application additionally stores your session histories locally in plain text, by default for 30 days. According to the Provider, sessions that you started or last resumed in the desktop app are exempt from this clean-up and remain until they are deleted. These files are stored on a device belonging to your employer, for which your employer is responsible. You can delete them yourself. Note: if you are later enrolled again with the same e-mail address, an earlier history may become accessible again. You can ask us to rule this out.

9. Your rights

You have the right of access (Art. 15), rectification (Art. 16), erasure (Art. 17), restriction of processing (Art. 18) and data portability (Art. 20 GDPR). Under Art. 20(1) GDPR, the right to data portability only applies to data whose processing is based on consent or on a contract with you personally and is carried out by automated means. It does not directly apply to processing based on our legitimate interest. We will nevertheless accommodate such requests to the extent technically possible. To do so, please contact us using the contact details above or contact our Data Protection Officer.

You also have the right to lodge a complaint with a supervisory authority. The authority responsible for us is the State Commissioner for Data Protection and Freedom of Information Baden-Württemberg (Landesbeauftragter für den Datenschutz und die Informationsfreiheit Baden-Württemberg), Heilbronner Straße 35, 70191 Stuttgart, Germany (P.O. Box 10 29 32, 70025 Stuttgart), poststelle@lfdi.bwl.de. You can also contact the supervisory authority of your place of residence.

10. Your right to object

Where we process your data on the basis of legitimate interests (section 5), you have the right under Art. 21 GDPR to object at any time on grounds relating to your particular situation. We will then no longer process the data unless we can demonstrate compelling legitimate grounds or the processing serves the establishment, exercise or defence of legal claims. An objection may mean that we can no longer provide you with access to the AI work environment.

11. Whether you are required to provide the data

Providing your name and business e-mail address is necessary so that we can set up personal access for you. Without this information, participation in the AI-supported course work is not possible. There is no statutory obligation to provide it.

12. No automated decision-making

No automated decision-making, including profiling within the meaning of Art. 22 GDPR, takes place. The AI work environment generates suggestions and analyses for practice purposes. No decisions about you are made in it.

13. What applies to your use

These points result from the Special Terms and Conditions concluded between your employer and Johner Institut (§§ 14 and 15) and from the Provider's usage policies.

- Work exclusively on the sample product provided. Your employer's documents, customer documents and other business documents do not belong in the AI work environment. The sample product and its sample documentation are sufficient for the entire course.
- Do not enter any personal data, including your own. This includes names, signatures and reviewer initials.
- Work exclusively in the access provided, not in a private account with the Provider; private accounts are subject to different terms with a different training regime.
- The access is personal. Use it for the programme work, not for other business purposes or for third parties, and do not pass it on.
- The AI's outputs may be incomplete or incorrect and must be checked by a professionally qualified person before any use. The tool created in the programme replaces neither this check nor the manufacturer's responsibility under the MDR and IVDR.
- Your access to the AI work environment ends on 31 Mar 2027 or at the end of a booked extension; your access to the learning platform ends 12 months after activation. Back up your work results yourself before then.

14. Are your inputs used to train AI models?

Under the Provider's contractual terms, no, and we do not consent to use for training purposes. In addition, we have switched off the rating and feedback functions through which content could otherwise reach the Provider. We cannot give any assurance regarding the Provider's actual conduct; the Provider is contractually bound towards us but is not under our control.

15. Who administers the environment

You are using an environment administered by Johner Institut. Johner Institut is the owner of the account and manages the accesses. In doing so, it is technically able to access the data entered. However, it does not take note of the content and processes it exclusively for the purpose of conducting the programme. The Provider's policies, in particular its usage policy and privacy policy, apply additionally.