

SERVICE TERMS OF USE

1 Identification of the Parties

The School publishes the Service and is responsible for all Content.

Open Digital Education ("**ODE**") – a *société par actions simplifiée* [French simplified joint-stock company] with share capital of €61,877.87, number 528 784 325 on the Nanterre Trade and Companies Register, registered office: 20 rue Henri Regnault, 92150 Suresnes, France – develops and hosts the Service.

2 Definitions

The following terms are to be understood in these Terms of Use as defined below:

Admin: means a Teacher or member(s) of Customer's staff with extended user rights enabling them in particular to configure Users' access rights to the Service, Applications and Third-Party Services and to moderate Content posted on the Service.

Applications: means the various additional services and modules published by ODE and offered via the Service, except for those constituting Third-Party Services.

Communication Rights: means the rights granted to Users to communicate with one another and share Content via the Service. The School or its Admins are responsible for configuring these rights.

Content: means anything posted on the Service by a User in any format whatsoever (including but not limited to photos, images, text and videos).

Parents: means the individuals with parental authority over the Student Users signed up to the Service. Parents have their own User Accounts for the Service.

Profile: means the attributes and Communication Rights of each User (whether a Student, Teacher or Parent), as configured by the School or the School's Admins.

School: means the teacher, school or public/private legal entity that provides Users with access to the Service.

Service: means the storage and publication platform on which Users can post and share Content and communicate with other Users (according to their Communication Rights as configured by the School).

Student: means pupils or students enrolled at a School and having a User Account.

Teacher: means any teacher with a User Account and Communication Rights that allow them to sign Students and Parents up to the Service.

Terms of Use or ToU: means these Service Terms of Use.

Third-Party Services: means the various additional services and modules available via the Service but not published by ODE.

User, You: means any person who uses the Service (including Admins, Teachers, Students and Parents).

User Account: means each User's individual password-protected area within the Service, where they can access their resources.

3 Object

These ToU set out the terms and rules applicable to Users' use of the Service.

The Service is designed to offer all members of the school community (teachers, students, parents, directors and administrative staff) a way to access and share a range of digital services, tools, content and information relevant to their educational activities, based on their Profile. Students and Teachers can connect to the Service from any computer, smartphone or tablet with an internet connection, enabling them to access their tools and resources both at school and at home. Parents can review their child's profile information and activity and send messages to teaching staff.

The Service is a secure online space configured to meet the School's specific needs.

The Service also includes a range of applications and discussion forums. Once they have signed in, Users have direct access to all Applications, Third-Party Services and Content, without having to enter their login details again.

The various services and applications available (on a subscription basis) are listed below – note that this list is subject to change as subsequent developments are released:

- Communication and collaboration services: mailbox, news, flash messages, blog, forum, pages, calendar, mobile application.
- Educational services: multimedia notebook, mindmap, timeline, Wiki, collaborative wall, exercizer, collaborative pad.
- Personal/individual services: filespace, my account, widgets and customization, rack, my data, support.
- Services for day-to-day school life: schoolbook, homework notebook, resource reservation.
- General services: newsfeed, notification management, sharing, rich-content editor, directory and bookmarks, my class, user management, search engine.
- Administrative and back-office services: administration console, user/group/structure management, simple application activation/deactivation, network communication rules, account import feature (assisted management for manual input), reporting system, statistics.

In connecting to or using the Service, Users acknowledge that they have read and agree to these ToU.

We reserve the right to amend these ToU at any time. We will inform Users of any amendments to the ToU ahead of their entry into effect. Users that do not accept the new ToU will no longer be able to connect to the Service and can ask their School to delete their User Account.

The School (and, in some cases, ODE) collects and processes personal data on you so that you can use the Service and to keep it running smoothly. For more information on how your personal data are processed, please see our Personal Data Protection & Privacy Policy.

If you do not accept these ToU or the Personal Data Protection & Privacy Policy, we advise you to get in touch with your School for further information and not to use the Service in the meantime. The Parties are bound by these ToU as from the date on which the User accepts them.

4 Profile-Dependent Communication Rights

4.1 Parent Users

Parents can connect to the Service using their username and password to view all information and Content shared with them by the School or other Users that the School has authorized to communicate with them. We recommend Parents regularly check up on their Student's activity on the Service to make sure that they are following the rules set out in these ToU.

Parents of minor Students agree to the following principles:

- Prevention: Parents of minor Students undertake to explain to them the rules for using collaborative websites and to ensure that they abide by these ToU;
- Vigilance: if a Parent of a minor Student or Students becomes aware of any inappropriate use of the Service (i.e. in breach of these ToU) on the part of the minor Student(s) for whom they are responsible, they shall keep them from using the Service and inform the Admin or designated Teacher.

4.2 Teacher Users

Teachers can consult all information and Content that Users have shared with them. They can also create and share Content with the Users with whom they are authorized to communicate. Teachers have certain additional creation rights over and above those granted to Parent and Student Users. In particular, they can create Homework Notebooks, write messages in the Schoolbook, etc.

5 Duration

The Service will be available to Users for a fixed duration as from the point at which their School signs them up. This duration will be specified in the School's contract. Users can decide to stop using the Service at any time. User Accounts can be deleted when the User leaves the School or at any time at the User's request.

6 Sign-Up – Setting Up User Accounts

The School and/or the designated Teachers can opt to sign up all Students at the School or in their class before the start of the academic year using the student information provided by their local education authority.

The Admins pre-configure the User Accounts and Communication Rights for each User Profile. Each User gets their own account and can log in using their username and a default activation code. When they log in for the first time, they will be asked to set their own password and provide certain mandatory information. Usernames and passwords from the previous academic year remain valid provided the User is still at the same School.

We encourage Parents and/or Teachers to help Students set up their profile page, explain how to use the Service and make sure Students are familiar with the rules set out in these ToU.

The School's processing of the personal data collected on Users when they sign up to the Service is compliant with our Personal Data Protection & Privacy Policy.

Users must provide all information marked as mandatory – it is needed to set up their User Account and link it to their School. All other information is optional.

Users each set their own confidential password.

Each User undertakes to keep their username and password confidential and not to share them with others. Users must inform their School immediately if they lose their username or password or notice that someone else has logged in to their account without their permission. The School will send the User a new username and/or password as soon as possible.

All Parent User Accounts are automatically linked to the associated Student User Account(s).

7 Conditions of Use

Each User will have access to a specific range of features, Content and resources, determined by how their Admins have configured their User Profile and what has been shared with them. User Profiles may be configured in such a way as to impose certain restrictions. Users undertake to comply with the conditions of use for the resources and services to which they have access. Users shall not try to avail themselves of any services, applications or resources to which their Profile does not grant access.

The Service includes private areas where Users can keep personal data; only the User in question can see their data. Neither the School nor ODE will access these private areas unless compelled to do so by the courts.

8 Users' Obligations

8.1 Service Usage

Users shall:

- not deliberately disrupt the services (in particular the network's operation) or use any programs designed to get around security features or create a situation of resource saturation;
- ensure, prior to posting any Content, that it is free of viruses and any other malware that could disrupt or impair the Service, corrupt any data posted, saved or – more broadly – accessible via the Service, or otherwise adversely affect the Service's other Users;
- not attempt to gain access to another User's private information or personal data;
- not modify the Service's configuration without permission;
- not do anything that could overburden the IT system to the detriment of other Users (such as clogging up email inboxes);
- not make illegal copies of any commercial software embedded in or available via the Service;
- immediately inform their Admin if they become aware of any data loss, attempted security breach or misuse of their personal login details;
- inform their Admin if they notice any illegal Content so that the Admin can take it down;
- log out from the Service when leaving their computer/device.

9 Ownership

The Service and all Applications available via the Service remain the property of their respective publishers.

In particular, Users shall:

- not copy, reproduce or decompile the Service or the Applications in full or in part, in any format and by any means;
- comply with a strict interpretation of these ToU at all times when using the Service.

Users signed up to the Service have a personal, non-transferable and non-exclusive right of private use only.

10 Posting Content – Requests for Content to be Taken Down

Users can post and/or share Content with other Users in accordance with the Communication Rights attached to their Profile. Users take full responsibility for what they post and/or share. The School undertakes not to disseminate Content more widely, make any copies other than as needed to satisfy the services' technical requirements, or use Content other than as set out in these ToU. Content will not be disclosed to third parties other than in response to a request from a competent court or administrative body.

When configuring the Service, the Admins can make themselves or certain designated Teachers moderators for Content posted by Users. Users can report any inappropriate Content. Admins must address all reports received and ask Users to take down inappropriate Content where necessary. If need be, Admins can ask ODE to take down any Content posted by a User in breach of these ToU.

If Users notice any illegal Content, they must inform their Admin or the designated Teacher immediately and if necessary ask the School (as publisher of the Service) to take down the Content in question.

The fact that ODE has no control over the Content makes it a host in this context (for the purposes of Article 6(I)(2) of the French Act of 21 June 2004 on the digital economy). Users or third parties filing complaints against Content posted by other Users cannot therefore hold ODE liable on any grounds whatsoever.

Requests for illegal Content to be taken down must first be sent to the School's Admins. As publisher, the School is responsible for taking down any illegal or non-compliant Content. If the School fails to take down any Content reported as manifestly illegal, Users can then turn to ODE. Requests for ODE to take down Content must be made in writing by letter sent recorded delivery with advice of receipt to ODE's registered office. Requests for Content to be taken down on the grounds that it is manifestly illegal must include all information required pursuant to Article 6(I)(5) of the above-mentioned French Act on the digital economy.

10.1 Users' Undertakings in respect of Content

Users accept full responsibility for the Content they post on the Service. They undertake to obtain any and all necessary use rights and permission (especially intellectual property rights or rights of personal portrayal) before posting Content. Users note that the Service is intended for use by minors and therefore undertake not to post any Content, share any information or send any messages that would be inappropriate for minors.

In particular, Users undertake not to post any Content that:

- constitutes protected intellectual property, unless they have secured the rightholder's consent;
- is unrelated to the educational and developmental purpose of the Service;
- is immoral, illegal or in breach of any applicable regulations;
- is offensive, threatening, provocative, obscene, indecent or pornographic in nature or infringes the rights of any third parties;
- constitutes or contains advertising or promotional content;
- could harm the legitimate interests of ODE, the School or a third party;
- is racist or discriminatory, particularly on the basis of racial or ethnic origin, nationality, gender, physical attributes, political views, religious or philosophical beliefs, union membership, health grounds or sexual practices;
- could infringe the rights of others, in particular their personality rights (such as rights to personal portrayal and privacy). Users must not therefore post photos in which people can be identified without first obtaining their permission.

Users shall hold the School and ODE harmless against any claims or legal action/convictions resulting from the User's non-compliance with the above undertakings. The School reserves the right to take legal action against any User whose behaviour has led to any harm or losses whatsoever for the School, a member of its staff, or the publication director.

ODE reserves the right to delete from its servers or refuse to host any User files that are technically incompatible with or could adversely affect the Service.

10.2 Obligations in respect of Content Shared by Teachers

When sharing educational or development materials that may potentially be protected by copyright, Teachers should bear in mind that copyright-protected works cannot, in principle, be shared without the author's or copyright holder's permission.

Teachers therefore undertake to secure all necessary rights and permission prior to using or sharing any copyright-protected works or else to ensure that their use of any such works is covered by one of the exceptions set out under Article L.122-5 of the French Intellectual Property Code.

Teachers control who can access the Content they keep on the Service and are responsible for managing these access rights. They can extend management rights over their Content to other Users with whom they are authorized to communicate.

It is strictly forbidden for Teachers to charge (whether directly or indirectly) for access to their Content via the Service.

11 Moderation and Sanctions

Users are advised that inappropriate Content may be reported to Admins at any time and that Admins are empowered to act accordingly (requesting that Content be taken down, blocking User Accounts, etc.) in order to keep the Service running smoothly. In particular, Admins can take appropriate steps to preserve proof of the creation or dissemination of certain information via the Service, to protect data integrity and the Service's operation, to prevent security breaches and disruption to the Service, and to prevent Users from posting information or material in violation of intellectual property rights.

The School keeps a record of Users' connections to and activity on the Service. It reserves the right to use these records in the event of any Service error or non-compliance with these ToU.

The School reserves the right to impose any sanctions on Users who, when using the Service, break the law, infringe the rights of third parties or fail to comply with these ToU. These sanctions may include closure of the User's Account without prior notice or compensation. ODE and the School also reserve the right to take legal action in such cases.

12 Technical Prerequisites

For optimal use of the Service, Users should ensure that their IT system and equipment meet the following minimum technical requirements:

- You need a device with an internet connection to log on to the Service;
- The Service is compatible with most commonly used browsers and operating systems. For the best quality and adequate security, we recommend using the latest version of your browser. You may need to update your operating system and browser on a regular basis;
- Use of the Service involves downloading certain data. Your internet service provider may charge additional fees for this. You should refer to your contract with your internet service provider for details of any such fees.

Users represent that they have noted the following points and limitations in relation to the internet:

- Sending data over the internet is not 100% reliable; there is no guarantee that the internet will work properly at all times;
- The School and ODE have put in place appropriate security measures for the Service but there are always risks involved in uploading data to the internet; therefore, Users who send passwords, confidential codes or, more generally, any sensitive information over the internet do so at their own risk;
- The internet is an open network and sending information over the internet entails certain risks: interception, fraudulent, malicious or unauthorized intrusion into your IT system, hacking, piracy, unauthorized modification or extraction of data, modifications to or corruption of programs or files, and contamination by viruses. You must therefore take all appropriate steps to protect all of your data and/or software on your server(s) from viruses and attempted security breaches.

Users declare themselves duly informed of the technical prerequisites for use of the Service.

Users can get in touch with their School's Admin if they notice any errors or bugs in the Service.

13 ODE's Liability

ODE has a best-efforts obligation to keep the Service up and running 24/7 and shall make every effort to do so, but cannot guarantee continuous uninterrupted service. ODE cannot be held liable if Users are unable to log in to the Service for any reason. ODE shall endeavour to ensure that the Service runs smoothly at all times, but cannot guarantee the absence of errors or temporary service interruptions.

ODE bears no liability in connection with the use or content of Third-Party Services that it does not own and over which it has no control.

14 Force Majeure

As a general rule, neither the School nor ODE can be held liable for a User's losses or any non-performance of their obligations due to an event of *force majeure* within the meaning of Article 1218 of the French Civil Code.

15 Termination

Users can terminate their agreement to these ToU at any time by notifying their School's Admin accordingly. Users that do so will forfeit their right to use the Service. We recommend that Parent Users wishing to close their child's User Account inform a member of their School's teaching staff.

16 Governing Law – Dispute Resolution

These ToU are governed by French law. Any disputes arising from their implementation will fall within the jurisdiction of the competent courts as determined in accordance with the French Code of Civil Procedure.