

Annex no. 2: Terms and Conditions

InnoSchool educational system is jointly operated by InnoSchool consortium partners. We value the trust you have placed in us for many years to create quality educational content for children. Sometimes we may need to gather information about our users and their use of our services in order to achieve this goal.

We are committed to creating a safe and secure environment that will maximally support the education of users (students over the age of 16). We do not collect information that directly identifies your child.

This Privacy Policy (the "Privacy Policy") describes how we use, share and protect the information we collect from you and your child through the InnoSchool system. This Privacy Policy applies to the Services only.

Please note that third party services that you use to access our content may be subject to separate privacy policies. We strongly encourage you to familiarize yourself not only with this Privacy Policy, but with any other privacy policies or agreements that may govern your use of the Services.

1. Please read these terms and conditions carefully (the "Terms"). By accessing and using our website and any content and features on it, you agree to these terms and the privacy policy. The privacy policy and other information are available on the website: <https://innoschoolplatform.eu>
2. If you do not accept these Terms, do not enter and / or use our Services.
3. We may update these Terms at any time. Please check the Terms regularly to make sure you are aware of any changes. Your continued access to and / or use of InnoSchool after changes to the Terms agree that you will be legally bound by the updated and / or amended Terms.

InnoSchool consortium partners

InnoSchool is a joint work of partners from 9 countries who have helped to create ILS in their country, implement it and will continue to be involved in supporting ILS in their territory. They are specifically:

Organisation	Contact	Country
DEX Innovation Centre	info@dex-ic.com	CZECH REPUBLIC
The European Center for Socio Professional Integration ACTA	mihaelapopovici@actacenter.ro	ROMANIA
Central Transdanubian Regional Innovation Agency Nonprofit Ltd.	kdriu@kdriu.hu	HUNGARY
Vienna Board of Education, European Office	judit.makkos-kaldi@ssr-wien.gv.at	AUSTRIA
Technical University of Kosice	dev.ekf@tuke.sk	SLOVAKIA
Regional department of education - Blagoevgrad	mail@rio-blg.com	BULGARIA
Centre for Resources and Educational Assistance of Bihor County	morarsimina@yahoo.com	ROMANIA
Business Incubator – Gotse Delchev, Entrepreneurship Promotion Centre	bi_gd@abv.bg	BULGARIA

Agency for economic development of City of Prijedor "PREDA-PD"	office@preda.rs.ba	BOSNIA AND HERZEGOVINA
Regional Agency for Development and European Integration Belgrade	office@rarei.rs	SERBIA
FACLIA - Association for Children and Youth	dirzudaniela@gmail.com	MOLDOVA
Vocational Training Center, Székesfehérvár	titkarsag@szfszc.hu	HUNGARY
Ministry of Education and Culture of Republic of Srpska	r.kocic-cucic@mp.vladars.net	BOSNIA AND HERZEGOVINA
Ministry of Education, Science and Technological Development	anita.erker@mpn.gov.rs	SERBIA
Košice Self-governing Region	peter.tapak@vucke.sk	SLOVAKIA
Ungheni Education Directorate	pancu.iulia@gmail.com	MOLDOVA

Use of InnoSchool Services

1. You agree to use our Services only for lawful purposes and in a manner that does not infringe, restrict or prevent any person from using and enjoying our Services and in all circumstances in accordance with these Terms and all laws and regulations. which apply.
2. The InnoSchool system could be used exclusively for educational purposes under the conditions when no financial fee will be charged to the learner.
3. By accessing our Services, you agree to access their content only for non-commercial use and not for any commercial or other purposes, including the advertising or sale of any goods or services. You also agree not to adapt, modify or create derivative works from any content of our Services except for your personal non-commercial use. If you wish to use any content of our Services for any other reason, you will need our prior written permission.
4. All our Services only to those users who have registered with us If you choose or be provided with a user ID, password, or any other information as part of our security procedures, you must treat this information as confidential and you must not disclose it to any third party. Any personal information you provide to us as part of this registration process and / or other interactions with our services will be collected, stored and used in accordance with our privacy policy. We have the right to deactivate any user identification code or password at any time, whether you choose or assign it to us, if in our opinion you have not complied with any of the provisions of these terms and conditions.
5. The game is not suitable for people under 16 years of age. If you are under the age of 16, you may not disclose any personal information about yourself or anyone else, including your telephone number, home address or e-mail address, to us or any other user of our services. (Will we require any confirmation for people under 16 or is it easier to write that it is not suitable for them?)
6. We do not represent that any content of our Services is appropriate or available for use in your country. You are responsible for ensuring that your use of our Services complies with all applicable local laws and regulations.
7. To play the online serious game, user needs device with a web-browser with enabled sounds and be connected to Internet. Supported browsers: Google Chrome versions 40-96, Firefox versions 32-95, Microsoft Edge up to version 96, or Internet Explorer 11.

Intellectual property rights

1. All information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, weblogs, RSS feeds, widgets, software, interactive features, or other content, services or materials (or any part thereof) accessible on our Services are protected by copyright, trademark, database rights and other intellectual property rights and are owned by us or licensed to us or otherwise used by us in accordance with applicable laws or regulations. Nothing contained herein shall be construed to imply, by implication, impediment or otherwise, any license or right to use the Materials other than as permitted in these Terms.
2. In the event that you would like to use the data for any purpose other than for educational purposes, you agree not to do so without our prior written permission.

User contributions to our Services

Please read this section carefully before uploading or otherwise transferring any content to the InnoSchool system. If you do not want to grant us the authorizations set forth in these terms, do not provide your contribution to the system.

1. Whenever you use a feature that allows you to post to users or contact other users of our Services, you must adhere to standards of good conduct.
2. You remain the copyright owner of any original user post you submit. However, we reserve the right to remove inappropriate posts, and it is only up to the founder of the InnoSchool system whether we consider the post to be inappropriate.
3. The permission you have granted to us is not exclusive, and therefore you may use the User Submission in any way on any medium, including allowing others to do so, provided that such use does not infringe or prejudice the rights you have granted to us.
4. You authorize us to grant, and we hereby grant each user of our Services a non-exclusive license to view, listen, read, upload, download, link and otherwise access your user contributions to our Services through our Services and otherwise use such user contributions as permitted. through the functions of our Services and in accordance with these Terms.
5. You are solely responsible for your User Submissions and the consequences of submitting them to our Services. You promise that:

(a) The User Submission is your own original work and you own all rights, title and interest in the User Submission and / or have all necessary licenses, rights, consents and rights to use and authorize us to use any and all intellectual property rights (including , without limitation, copyright) to such User Submission so that we may use the User Submission in the manner provided for in these Terms;

(b) nothing in the User Submission is derogatory, obscene, indecent, pornographic, sexually explicit, harassing, threatening or offensive, incites racial, cultural or religious hatred, impersonates another person or appears to impersonate another person, is contempt of court, violates any law or regulation, or incites conduct that is tantamount to criminal or civil liability and / or is otherwise defective and / or violates any law of the country in which you use ILS.

(c) the User Submission does not contain any virus, corrupted file, cancelbot, worm program or other malicious code designed to interrupt, destroy or limit the functionality or disruption of any software, hardware, telecommunications, networks, servers or other devices, or any adware, spyware, a Trojan horse or any other material intended to damage, interfere with, misappropriate or expropriate any data or personal information;

Removal of Materials

1. We are entitled at our option, but are not obliged to (a) actively review User Contributions to our Services; and/or (b) remove any User Contributions submitted to our Services by you or any other user if, in our opinion, such User Contributions do not comply with these Terms.
2. We reserve the right in our sole discretion at any time without liability and with or without prior notice (a) not to post any User Contribution on our Services; (b) to remove or suspend or disable access to any User Contributions; (c) to revoke your registration (where applicable) and right to access and/or use our Services or submit any User Contributions; and (d) to use any technological, legal, operational or other means available to enforce these Terms, including without limitation blocking specific IP addresses or deactivating your registration and/or user name and password (where applicable).

Reliability for information about our Services

1. The information published through our Services is intended solely for the purpose of educating students over the age of 16.
2. We do not warrant that any teaching materials are accurate or error free, and we disclaim all liability and liability arising from any reliance on any content of our services by you or anyone who may be informed of any content of our services.
3. You acknowledge that while using our Services, you may be exposed to materials from a variety of sources and that we are not responsible for the content, truthfulness, accuracy or usefulness of such services.
4. Our goal is to regularly update our Services and we may change the content at any time. We may, at our sole discretion, suspend access to our Services at any time or terminate them indefinitely. Materials may be out of date at any time and we are not required to update them.

Warranties and Disclaimer

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1. Our Services are provided "AS IS" and on an "AS AVAILABLE" basis without any representation or endorsement of any kind. To the fullest extent permitted by applicable law, we disclaim all warranties, conditions and other Terms of any kind, express or implied, in connection with our Services and your use of our Services (including, without limitation, as to satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy).
2. We do not warrant that the functions contained in any Materials on our Services will be uninterrupted or error-free, that defects will be corrected or that our Services or the servers that makes them available are free of viruses or bugs.

Limitation of liability

1. We do not accept any responsibility for any User Submissions submitted by any of our users. Your use of our services, materials and / or any user contributions is entirely at your own risk.

2. To the fullest extent permitted by law, we hereby expressly exclude any liability for any direct, indirect, consequential, special or exemplary loss or damage (whether such losses were foreseen, foreseeable, known or otherwise) arising from, out of or in connection with the use of our Services, including without limitation: (a) personal injury and / or damage to persons or property as a result of any statement, including any actual or alleged defamation statement; (b) losses suffered by any third party, including infringements of any intellectual property or privacy rights; (c) data loss; (d) loss of revenue or expected profits; (e) loss of trade or contracts; (f) loss of opportunity; (g) loss of expected savings; (h) waste of management or office time; or (i) loss of reputation or damage to reputation.
3. We shall not be liable for any breach of these terms and conditions caused by circumstances beyond our control.

Reimbursement by you

1. You agree to pay us in full and upon request to all our officers, directors, employees, agents, agents, licensors, suppliers and service providers all claims, actions, proceedings, claims, damages, losses, liabilities, costs and expenses we have incurred or have reasonably incurred as a result of or in connection with your access to and use of our Services other than in accordance with these Terms or any applicable law or regulation.

Viruses, hacking and other crimes

1. You may not misuse our services by introducing, transmitting or arranging the sending of any viruses, corrupted files, cancelbots, Trojan horses, worms, time or logic bombs, keyloggers, spyware, adware or other materials intended to adversely affect the operation. any computer software, hardware or telecommunications equipment or interfere with, misappropriate or expropriate any data or personal information. You may not attempt to gain unauthorized access to our Services, the servers on which they are stored, or any server, computer or database connected to our Services. You must not attack our services by denial of service, distributed denial of service or any other type of attack.
2. Any violation of this provision will be reported and we will proceed in accordance with applicable legislative regulations in order to repair and compensate for damages caused to us by the actions.
3. We are not responsible for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other protected material as a result of your use of our services. Services, your downloading of any materials from our Services or any materials on any other website to which it links.

Links to and from our services

Links from our Services

1. We have no control over the content or availability of third party sites that you access through our Services, and such links are provided for your information only. If you visit any linked site, you do so at your own risk and it is your responsibility to take all precautions to protect against viruses or other destructive elements.
2. We do not endorse or be responsible or liable (directly or indirectly) for any content, advertising, products, services, opinions expressed or information on or accessible from third party websites (including, without limitation, payment and delivery of any products or services) or for any damage, loss or misconduct caused by or in connection with your access

to and use of these third party sites and any available services. Any conditions, warranties or representations relating to any conduct on the sites of any third parties are solely between you and the relevant provider of those sites and / or any relevant services.

Linking to our Services

1. You may link to the home page of any website within our Services without requesting our further written consent, provided that you fully comply with these Terms.
2. You are not permitted to create a link to any part of our Services other than the Home Page without our prior written consent (and for the avoidance of doubt, such consent will be deemed to be granted with respect to RSS feeds, widgets and embeddable media players, provided we use them in accordance with these Terms and other instructions published through our Services). We reserve the right to revoke the link without notice. The website you link to must comply in all respects with the content standards set out in the Code of Conduct. Our services may not be framed on any other site.
3. Any references to our Services must be made in a manner that is fair and legal and does not damage our reputation or abuse it. You may not create a link in any way that suggests any form of association, representation, approval or support on our part, if any. Links to our services do not imply that we endorse, are associated with or affiliated with any linked site or that any linked site is authorized to use any of our trademarks, trade names, marks, logos or copyright symbols or marks of any of our affiliates or licensors.

Software

1. From time to time certain software which is our protected work or the protected work of our suppliers may be made available to download via our Services. You are licensed to use the software on a non-exclusive basis only for the purposes for which it is indicated. You may not use the software for any other purpose and may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise deal with the software.

Privacy

1. Any personal information supplied by you as part of any registration process and/or other interaction with our Services will be collected, stored and used in accordance with our Privacy Policy. By using our Services you consent to such collection and processing and you promise that all data provided by you is accurate.

Preferred order

1. In the event of any conflict between these Terms and any specific terms found elsewhere in our Services relating to a particular material, these terms shall prevail.

Separability

1. If any of these terms is found to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these terms are to be effective, then to the extent and within the jurisdiction in which the term is illegal, invalid or unenforceable, will be segregated and deleted from these Terms and Conditions and the remaining Terms and Conditions will remain in full force and effect and will remain binding and enforceable.

Jurisdiction

1. The Terms are governed by and construed in accordance with the laws of the country where you are using InnoSchool system (your country).

What information do we collect?

1. Contact informations. Students may (but need not) provide us with their email address so that they can access certain services more easily.
2. Username and password to create an account.
3. Usernames are moderated to prevent you or your child from using any personal information to create an account. Additionally, passwords are encrypted.
4. Your content. We collect comments and other information that children post through interactive online features. All this information is intended only and only for communication with the teacher, who evaluates the content in terms of the educational process.
5. Some of our services allow children to upload photos. Again, the photographs are for teaching purposes only and are no longer used by us or others. These activities take place only between the student and the teacher.
6. The correspondence you send us and correspondence between student and teacher within the chat.
7. Information about how our Services are used. We may collect information such as preferences, avatars, high scores, links between friends, what's going on in the game, what videos are being watched or the pages you view, and links you click on within the Services.
8. Device information. We may collect information about your device, including hardware model, operating system version, and unique identifiers.

What information we don't collect

1. Biometric or health data;
2. Personal data of the child, unless we seek the consent of a parent or legal guardian or otherwise comply with the law.
3. **We erase user accounts and related data no later than 2 years after the last application usage.**

How do we protect the information we collect?

1. We assure you that we handle all data with the utmost care for the safety of all parties involved, and we assure you that the data we collect will only be used for educational purposes within the InnoSchool system.