

Terms of service (Terms)

Version 1.0

EDUDATA

Effective: 17.10.2022

These Terms of Service ('Terms') describe your rights and obligations when using the EDUDATA service ('Service'). Please read these terms carefully before using the EDUDATA operated by Cloudpoint Oy ('us', 'we', 'our', or 'Company')

The Service is provided by Cloudpoint Oy, Kuortaneenkatu 2, 00510 Helsinki, Finland, Business ID 2325703-6

1. General

- 1.1. Cloudpoint provides services for schools and municipalities. Cloudpoint has over 10 years of experience in providing services for the education sector.
- 1.2. We have developed and offer EDUDATA service, which is used to assess the data protection compliance as well as overall suitability of digital services used in education.
- 1.3. The Service is intended for Customers, e.g. cities, municipalities, education providers, educational institutions, teachers, students and guardians of the students.
- 1.4. EDUDATA supports the provider of the education in maintaining up-to-date documentation of the processing of student personal data in various digital services used in education.
- 1.5. EDUDATA may consist of four (4) services depending on the Customer's subscription: EDUDATA Compliance, EDUDATA Compliance Service, EDUDATA Transparency and EDUDATA Security
 - 1.5.1. EDUDATA Compliance – consists of the Edudata platform and the list of services used in education.
 - 1.5.2. EDUDATA Compliance Service – a professional service that works for the Customer as a tool, with which the Customer can map and manage the risks related to the use of digital educational services and submit the services for an evaluation by the Company or a Partner.
 - 1.5.3. EDUDATA Transparency – a transparency tool. A student can see the digital services that are in use, the data processed in the services, the period for which the data is being processed (retention period), for which and when has the user logged in with their EDU credentials.
 - 1.5.4. EDUDATA Security – Edudata Security collects first- and second-level login data from separately defined learning environments and, after pseudonymization, is stored and managed by the Customer (Data Controller). The product also offers analytics tools for the collected data.
- 1.6. All Customers are in a contractual relationship with the Company
- 1.7. Different versions of the Service may be available depending on the time and the service package chosen by the Customer and the parts that belong to that package.

2. Privacy and contact information

- 2.1. We process personal data in accordance with the EDUDATA data processing agreement and EDUDATA privacy policy.
- 2.2. You can contact us by emailing us at privacy@cloudpoint.fi
- 2.3. In case we need to contact the customer, we will do so by writing to the email address provided by the Customer.
 - 2.3.1. "By writing" shall mean emails in these terms.

3. The use of Service

- 3.1. The Service is used through the EDUDATA application. These Terms must be complied with, when using the Service.
- 3.2. The user shall access the Service by signing in with a third-party single sign-on such as Google or Microsoft.
- 3.3. The user shall access the Service using a password only known by them. Therefore, the password shall not be disclosed to others. Each account and user must have an individual user ID (First name and last name) and a password.
- 3.4. The use patterns are analyzed from time to time in order to detect anomalies, including but not limited to password and account sharing.
- 3.5. The Customer accepts the personal data processing practices as stated in the data processing agreement, privacy policy and these Terms.
- 3.6. We may terminate the account at any time due to failure to adhere to these and other agreements in force between Customer and us.
- 3.7. The Customer shall maintain appropriate security measures, including but not limited to, the use of updated virus protection, frequent password changes in order to prevent the Customers system from contaminating the Service with malicious content of any kind.

4. Acceptable Use

- 4.1. All users must comply with the following rules regarding the acceptable use of the Service. Therefore, the user of the service must not:
 - 4.1.1. Use the service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously;
 - 4.1.2. Transmit or otherwise use any material that is defamatory, offensive or otherwise objectionable in relation to the use of the Service;
 - 4.1.3. Use the Service in a way that could damage, disable, overburden, impair or compromise our systems security, or interfere with other users;
 - 4.1.4. Infringe our intellectual rights
 - 4.1.5. Disclose the risk assessments, recommendations and information related to the assessments to other organizations or persons outside the Customer's own organization.
 - 4.1.6. Except in the course of permitted sharing, rent, lease, sub-license, loan, provide, or otherwise make available the risk assessments, in whole or in part, without prior written consent from us;

- 4.1.7. Collect or harvest any information or data from the Service or our systems in order to attempt to decipher any transmissions to or from the servers running the Service;
- 4.1.8. Copy the Service or the content within it, except as part of the normal use of the Service as permitted by these Terms;
- 4.1.9. Translate, merge, adapt, vary, alter or modify the Service nor permit the Service to be combined with, or become incorporated in any other programs, except as necessary to use the Service as permitted by these Terms;
- 4.1.10. Disassemble, de-compile, reverse engineer, or create applications or services based on the whole or any part of the Service.
- 4.2. In addition to any other remedies that may be available for us, we reserve the right to take remedial action we deem necessary, including immediate suspension or termination of an user, upon notice without liability, should there be any failure to abide by these acceptable use provisions or, if at the Company's sole discretion, such action is deemed necessary to prevent disruption to the Services or harm to others.
- 4.3. For clarity:
 - 4.3.1. Acceptable use includes the use of the risk assessment service and related data to request assessment of digital teaching services, to make recommendations about them, and to share the decisions made on the basis of these recommendations with persons belonging to the Customer's organization.
 - 4.3.1.1. The recommendation made by the Company is shared with the persons specified by the Customer, such as the draftsman and the decision maker when they are performing their tasks and it cannot be shared with others.
 - 4.3.1.2. The Customer can publish without restrictions the decisions they have made themselves, which do not contain recommendation or assessment information provided by the Company.

5. Confidentiality

- 5.1. The Customer shall protect all Confidential Information of the Company as well as it protects its own Confidential Information, and not less than a reasonable standard of care. The Customer will not disclose any Confidential Information of the Company to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable them to exercise their rights or perform their obligations under the Agreement provided that these persons in question have undertaken to keep the information confidential. The Customer shall not disclose the Agreement or any information regarding the risk assessments or recommendations to any third party outside the Customer organization.

6. Intellectual property rights

- 6.1. The Company owns and retains ownership of the Service, including all intellectual property rights related to the Service. The rights related to the service are licensed to customers for the duration of contract. For this reason,

the Customer does not receive any intellectual property rights, but only the right to use the service in accordance with these Terms for the duration of the contract.

6.2. The Company has the right to use the information added to the Service by the Customer by the Customer's users, which is not classified as personal data, without limitation and free of charge. Such information may include descriptions of third-party applications or websites as well as risk assessments relating to the data protection regulation made by the Customer organization.

6.2.1. We use this information to develop and improve the Service

6.3. The Company reserves all rights to the risk assessments and recommendations made by the Company. The Customer has access to these Customer-specific assessments and recommendations for the duration of the contract.

7. Changes and updates to the Service

7.1. The Company may change the Service to comply with the relevant laws and regulations and /or to implement minor technical improvements, such as improving the security against cyberthreats. These changes do not significantly affect the use of the Service.

7.2. We will notify the Customer in advance, when we make larger changes.

7.3. The Company may update the Service or oblige the Customer to update the Service. It is the Customer's responsibility to ensure that the updates are installed without delay.

8. Responsibility for loss or damages

8.1. We are responsible for foreseeable damages caused by our activities. If we fail to comply with these Terms, we carry the full responsibility for the loss or damage suffered by the Customer. However, reasonable measures may be taken only in the case where the loss or damage is a foreseeable result of us breaking our contractual obligations with you or our failing to use reasonable care and skill. Consequently, we are not liable for any loss or damage that cannot be reasonably considered as foreseeable.

8.1.1. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if you discussed it with us before purchasing the Service.

8.2. We do not exclude or limit our liability in any way to the Customer where it would be unlawful to do so.

8.3. We are not liable for consequential or indirect damages

8.4. The maximum amount of damages that the Company can be liable for is the amount paid by the Customer for the use of the Service during the last 12 months.

9. Term and termination

9.1. These Terms shall remain in force until the Service contract expires or the Service is terminated

- 9.2. Upon expiration, termination or cancellation of the Service, the Company may immediately deactivate the Customer's account.

10. Miscellaneous

- 10.1. We may transfer our rights and obligations under these Terms and this Agreement to another organization. In this case, we will be in contact with Customers well in advance before starting such actions. If the Customer does not accept the transfer, the Customer can contact us and terminate the contract with a 30-day notice period.
- 10.2. Company's written consent is required to transfer user rights to another person. This means that rights and/or obligations can only be transferred with a written consent. However, the Company has the right to reject the transfer request if a violation of Terms or other illegality appears during the evaluation of the transfer
- 10.3. The rights under these Terms can only be exercised by the original user or a person to whom the right have been properly and legally transferred. Other persons do not have the right to demand the enforcement of any Terms.
- 10.4. If a court finds any part of this contract illegal, the other parts of the contract will remain in force. Therefore, each point of these Terms must be evaluated separately.
- 10.5. If we do not invoke the agreement or Terms immediately when a violation of the Terms comes to our attention, we retain the right to invoke it at a later time. We can take legal action if the Customer intentionally violates the Terms of Service or otherwise acts unlawfully. We reserve the right to do this despite the fact that the Customer's breach may lead to the immediate termination of the contract.
- 10.6. All disputes and claims related to these Terms or their interpretation, validity or termination shall be resolved in the District Court of Helsinki. Finnish law and the General Data Protection Regulation apply to these Terms.

11. Changes to these Terms

- 11.1. We reserve the right to to change these Terms if necessary, so that they correspond to:
 - 11.1.1. Changes in applicable legislation
 - 11.1.2. New regulations and guidelines and;
 - 11.1.3. Improvements and additions to our Service
- 11.2. We will notify you in advance when changes are made to these Terms. If the changes are significant, we will provide a more prominent notice within the Service. The Customer can contact us if the Customer is dissatisfied with the changes to the Terms.