

GENERAL TERMS OF USE OF THE SERVICE

1 IDENTIFICATION

The Service is published by the Educational Institution that exercises responsibility over the Content.

The Director of Publication is the Head of the Educational Institution, whose contact details have been communicated to You by the Educational Institution or are available on the Educational Institution's website.

The Service is developed and hosted by Edifice, a French simplified joint stock company with a capital of €62,262.68, registered with the Nanterre Trade and Companies Register under number 528 784 325, whose registered office is located at 10 Boulevard des Batignolles, 75017 Paris, France (hereinafter the "**Host**"). Its telephone number is: +331 82 63 51 51.

2 DEFINITIONS

In these terms and conditions, the following terms have the meaning given to them below:

Administrator: Refers to the member(s) of the Educational Institution's staff or the Teacher(s) to whom extended Rights are assigned, allowing in particular to configure Users' access to the Service, moderate Content published on the Service, and configure access to Third Party Services.

Applications: Refers to the various additional internal application modules and services made available to Users on the Platform, excluding Third Party Services, under the conditions described in these Terms and Conditions.

User Account: Refers to the space specific to each User, allowing access to their resources, to which they connect using Credentials.

Terms and Conditions or **T&C:** Refers to these general terms and conditions of use governing Users' use of the Service.

Content: Refers to content of any kind (including photo, image text, video, etc.) published on the Service and/or communicated and/or transmitted by means of the Service.

Rights: Refers to all the rights granted to Users by an Administrator based on their Profiles governing the conditions under which they can use the Service and which may include, as applicable, the right to access, publish, communicate and/or transmit Content on the Platform.

Student: Refers to students of the Educational Institution with a User Account.

Teacher: Refers to teachers of the Educational Institution with a User Account and Rights allowing them, in some cases, to register their Students and Parents thereof.

Educational Institution: Refers to the school, educational institution, or public or private legal entity that provides Users with access to the Service.

Credentials: Refers to the username and default activation code assigned to each User by the Educational Institution or the Administrator and, where applicable, the password chosen by the User.

Parents: Refers to the persons who respectively hold parental authority over Students and have a User Account.

Platform: Refers to the virtual learning environment allowing Users to access, manage, and use Applications and allowing access to Third Party Services.

Profile: Refers to the features and Rights attached to each User Account based on their status (Student, Teacher, Parents) configured accordingly by the Educational Institution and Administrators appointed by the Educational Institution.

Service: Collectively refers to the Platform and Applications.

Third Party Services: Refers to the various additional modules and services accessible via the Platform that are developed by third parties and made available under their responsibility.

User, You: Refers to Students, Administrators, Parents, Teachers, staff, and representatives of the Educational Institution authorized by the latter to access and use the Service through a User Account under the conditions set out in these Terms and Conditions.

3 PURPOSE

The purpose of these General Terms and Conditions is to determine and specify the terms and conditions applicable to Users' use of the Service.

The User acknowledges having read and agreed to comply with these Terms and Conditions before accessing and using the Service.

These Terms and Conditions may be amended at any time. Any amendments will be notified to Users before coming into effect and must in any event be accepted by Users at the next time they sign into the Service. In case of disagreement with the amendments, the User will no longer be able to use the Service and may request the deletion of their User Account from the Educational Institution.

If You do not accept the provisions of these Terms of Use and the Charter of Use, You will not be able to access the Service, and we recommend that You contact Your Educational Institution in this case. The Parties are bound by these Terms and Conditions as of the acceptance of the Terms and Conditions by Users.

4 DESCRIPTION OF THE SERVICE

The Service allows all members of the educational community (Teachers, Students, Parents, and Administrators) of the School to access and share, according to their Profile, Content related to their pedagogical activity.

The Service particularly allows Students and Teachers to access their work tools and all their resources from any computer, smartphone, or tablet connected to the Internet, both inside and outside the school. Parents can access all pertinent information about their children and communicate with the educational teams.

Moreover, the Service enables Users to navigate the Platform, Applications, and Third-Party Services. Upon connecting to the Service, Users can seamlessly access all Applications, Third-Party Services, and Platform Content without needing to re-enter their credentials.

Unless the Service evolves, the Applications made available to Users, depending on their Profile and the options chosen by the School, can include the following:

- Communication and collaboration applications: Internal Mailbox, News, Flash Message, Blog, Forum, Pages, Calendar, Mobile Application;
- Educational applications: Multimedia Notebook, Mindmap, Timeline, Wiki, Collaborative Wall, Exercises and Evaluations, Collaborative Pad;
- Personal or individual applications: Filespace, My Account, Widgets and Customization Panel, Rack, My Data, Help;
- Academic life and support applications: Schoolbook, Homework Notebook, Resource Scheduling;

- Universal applications: Newsfeed, Notification Manager, Sharing, Universal Rich Content Editor, Directory, Share Favorites, Class, User Manager, Search Engine;
- Administrative and back office applications: Admin Console; User, Group, and School Manager; Applications: Simple activation/deactivation, Communication Rules within the Network, Account Importing: Assisted Account Population Management, Report Processing, Statistics.

5 DURATION

These Terms and Conditions (T&C) apply to the User from their first connection to the Platform following the User's registration by the Administrator, Teacher, or School on the Platform, and will remain in effect for the duration of their registration.

They will terminate upon the occurrence of any of the following events:

- (i) If the User is no longer affiliated with the School;
- (ii) If the School no longer publishes the Service;
- (iii) If the User decides to terminate the use of the Service, which they may do at any time by submitting a request to the School. In this case, the User's Account will be deleted at their request by the School.

6 USER PERMISSIONS ON THE PLATFORM BASED ON THEIR PROFILES

6.1 Administrators

As an Administrator, you not only have the right to access the Service but also to manage and configure User Accounts, which includes creating, deleting accounts, and managing associated rights, among other tasks.

6.2 Relatives

When you are a parent of a student: You have your own login credentials that allow you to access the Service and view information and content provided by the school and other Users, as applicable. It is recommended that you regularly check the student's activity and use of the Service to ensure they comply with the stipulations of these Terms and Conditions.

If you are the parent of a minor student, you commit to adhering to the following principles:

- Authorization: A minor student under fifteen years of age will not be able to access the Service if you do not authorize the school to provide them with access.
- Prevention: You commit to educating the minor student under your responsibility about the rules governing the use of a collaborative site on the Internet and to ensuring they adhere to the stipulations of these Terms and Conditions.
- Vigilance: If you witness a misuse of the Service (namely, a use not in accordance with these Terms and Conditions) by a minor student under your care, you commit to preventing their access to the Service and promptly informing the school, the Administrator, or the referring Teacher, who may take any measures or sanctions they deem appropriate, if necessary, in accordance with Article 12 of these Terms and Conditions.

6.3 Teachers

If you are a Teacher, you have the Right to access the Service and view all the information and Content that is shared with you by the user community. Depending on the Rights granted to you by the School,

you may also create and share Content with Users (including creating lesson books, creating notes in the Communication Book, etc.).

In this regard, you are responsible for managing access permissions to Content and can share it with the Users of your choice.

6.4 Students

If you are a Student: You possess distinct login credentials that provide access to the Service and enable you to view information and content shared by the school and potentially other users.

If you are under fifteen years of age, you may refer to our User Charter in the “My Account” section, which succinctly lays out the fundamental guidelines you should adhere to while utilizing our Service.

7 USER SIGN-UP AND ACCOUNT CREATION

User Accounts and the related Rights are pre-configured by the Administrators for each User Profile. Each User is assigned a User Account that can be accessed with login Credentials, including a default activation code. Users are encouraged to change the password upon their first login and to fill out the mandatory fields pertaining to them. The credentials created during a previous school year within the same school are retained.

Parents and/or Teachers are encouraged to assist the Students under their supervision in creating their User Account and to explain to them how the Service works, as well as the applicable rules as described in the Terms and Conditions (T&C).

The information identified as mandatory must be provided by the User because it necessary to create the User Account and connect it to the School. Other information is optional.

Your Credentials and Your Account are personal and confidential.

Each User agrees to keep their Credentials secret and not to disclose them to third parties. The User agrees to log out of the Platform when they leave their workstation. To this end, each User agrees to prevent any unauthorized access to the Platform or any unauthorized use of it via their User Account. In the event of loss of their Credentials or if the User notices that their User Account has been accessed without authorization and/or has been used by a third party without their permission, the User must notify the School without delay. The School will then provide the User with new Credentials as soon as possible. Each Student User Account is linked to the Account(s) of their Parent(s).

8 SERVICE USAGE MODALITIES

Each User may have access to different Applications and Content depending on their Profile and what other Users share with them. Some restrictions may be implemented depending on the Rights granted to them. The User commits to comply with the present Terms and Conditions of the Service. The User will not attempt to access tools, Applications, or Content to which their Profile does not grant them access.

Each User can provide additional personal information in their Profile. They have the capability to make it accessible or not to all Users.

9 OBLIGATIONS OF USERS

Every User agrees to:

- Only utilize the Service and the associated Rights for purposes strictly outlined in these Terms and Conditions, and to avoid any use prohibited by legal or regulatory provisions;

- Avoid employing the Service and/or Rights in a way that violates or infringes upon the rights of others;
- Confirm, before any publication, that Content is free of viruses or any other harmful programs that could compromise the Service's function; damage data published, stored, or generally accessible from the Service; or in any way harm other Service Users;
- Refrain from trying to access another User's private or personal data;
- Avoid making unauthorized alterations to the Service's configuration;
- Steer clear of activities that could burden IT resources and hinder other Users (like overloading electronic mailboxes, etc.) or that could, in a wider sense, compromise the Platform and Service's security;
- Not to adapt, modify, transform, arrange, copy, alter, merge, adapt, integrate, delete, duplicate, create derivative works, republish, download, transmit and/or distribute any part of the Service, Content and/or Rights and the associated documentation in any form or medium and by any means under conditions other than those possibly provided for in these Terms and Conditions (T&C);
- Not to engage in any decompilation, reverse engineering, or disassembly, translation and/or reduction of any part of the Service and/or Rights, except as provided for by law;
- Not to proceed with any assignment, transfer, leasing, whether total or partial, for a fee or free of charge, of the Service and/or Rights or the access and usage rights granted under these Terms and Conditions;
- Not to proceed with any merger, even partial, of the Service with other programs;
- Not to proceed with any direct or indirect transcription or any translation into other languages of the Service and documentation;
- Not to sell, lease, sublicense, market, distribute, transfer, or make available, in any way whatsoever, whether for a fee or free of charge, all or part of the Service and/or Rights to any third party without the prior written consent of the School, or to provide any type of service to third parties related to the Service and/or the Rights, including but not limited to consulting, training, assistance, support, maintenance, outsourcing, bureau services, configuration, or development services;
- Not to access all or part of the Service and/or the Rights with the intention of developing a product or service that is in competition with any part of the Service;
- Not to use the Service and/or the Rights in a way that could harm the legitimate interests of the School and/or its service providers and partners (in particular its intellectual property rights and other rights related or linked to the Service and/or the Rights) or damage their reputation;
- Not to remove or modify the brand, logo, or any other distinctive sign that is part of the Service;
- Not to use an automated system or software, including but not limited to, "robots," "spiders," and "offline readers" to (i) access the Service in a manner that sends more request messages to the Service than a human can reasonably produce in the same period using a conventional online web browser and/or; (ii) extract any data, information, or element from the Service (including, without limitation, by doing "screen scraping"). You should only import into the Platform data and Content that are necessary for the use of the Service and for which you hold all necessary rights and authorizations.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Property rights with respect to the Platform and Service

The school holds all the intellectual property rights, and/or the necessary permissions from the respective rights holders, related to the Service, Platform, Applications, interfaces, and all components

therein. This includes the integrated database management systems and algorithms in the Service, Platform, and Applications, their source codes, and any associated documentation.

Moreover, all rights related to know-how, techniques, materials, programs, tools, integrations, improvements, and/or documents developed in the provision of the Service will remain the exclusive property of the School or the concerned rights holders.

Access to and/or use of the Service will not, under any circumstances, imply recognition of any right and, more broadly, confer no intellectual property rights on the Service or any of its functionalities to Users, other than the rights granted to Users under article 10.2 of these Terms and Conditions (T&C).

10.2 Service use and access rights

The Educational Institution grants Users a restricted, global, non-exclusive, non-transferable, and non-assignable right (without the possibility of sublicensing), to access and utilize the Service via SaaS, in alignment with the Rights assigned to them based on their Profiles, solely for their educational and cooperative activities and not for commercial or marketing purposes.

These rights to access and use are bestowed upon each User for the period outlined in article 5 of the present Terms and Conditions (T&C).

10.3 Suggestions

Users can bring to the attention of the Educational Institution or its licensors at any time suggestions, improvement requests, techniques, expertise, feedback, reviews, or other contributions from the Users regarding the Rights and the Service (collectively, "**Suggestions**").

The educational institution and/or its licensors will benefit from a free, irrevocable license, for the duration of the intellectual property rights protection as provided by the Intellectual Property Code and worldwide, allowing them to use, reproduce, license, distribute, and exploit any Suggestion without any restriction whatsoever concerning intellectual property rights.

11 CONTENT

11.1 User Commitments Regarding Content

Each User has, depending on their Profile, the ability to publish and/or communicate and/or transmit Content directly or indirectly to other Users through the Service.

Users acknowledge that they are solely responsible for their Content.

Users are specifically committed to refraining from publishing, sharing, and transmitting Content that:

- Involves works shielded by intellectual property rights without having the necessary permissions from the respective rights holders;
- Is not aligned with the Service's educational and pedagogical objectives;
- Violates current laws, applicable regulations, or accepted moral standards;
- Is harmful, threatening, inflammatory, obscene, indecent, pornographic, or violates third-party rights;
- May be offensive to the audience, especially considering the Service is designed for underage Students;
- Bears an advertising or promotional nature or intent;
- Could jeopardize the legitimate interests of the School, its licensors, or any third party;

- Exhibits racism or discrimination, particularly regarding race, ethnicity, nationality, gender, physical attributes, political viewpoints, religious or philosophical beliefs, union affiliation, health, or sexual activity;
- Risks infringing upon others' rights, particularly personal rights (like image rights and respect for private life). In this context, the User ensures they secure the necessary permissions before publishing any photographs of identifiable individuals.

Users assure the School that they will safeguard it against any legal actions, claims, or sentences arising from the violation of this article 11.

11.2 Content shared by Teachers

Educational and instructional materials shared by instructors may be identified as works protected under copyright law.

Therefore, instructors pledge to secure all essential rights and permissions beforehand for the utilization and sharing of copyrighted works, adhering to the relevant intellectual property laws.

Furthermore, instructors are explicitly forbidden from requiring any form of payment, whether direct or indirect, for access to their materials.

11.3 Rights of the Educational Institution Regarding Content and Procedure for Requesting Content Removal

The Educational Institution pledges not to reveal the Content and, more broadly, to refrain from creating any copies or using them in any way other than those specified in these Terms and Conditions, except for the technical needs essential for delivering the Service. Except upon request from relevant administrative or judicial authorities, the Educational Institution also commits not to transmit the Content to third parties who are not Users of the Service.

However, as the publisher of the Content, the Educational Institution oversees the use of the Service and the Content published therein in accordance with these Terms and Conditions.

In this context, Users are notified that Administrators conduct a review of reported Content on the Service and might need to initiate requests for the removal of particular Content.

Users are encouraged to report any Content they deem inappropriate, illicit, or contrary to these Terms and Conditions to the Administrators, using the dedicated feature available on all Content notifications and/or by directly contacting their lead Teacher and/or the School.

Administrators are obligated to address these reports and, when necessary, request that the implicated User remove the Content. If needed, Administrators have the capability to remove the specified Content from the Service.

Priority will be given to notifying Administrators about illicit Content. Alternatively, users can inform the Host about any clearly illegal Content by sending an email to the following address: alert@edifice.io.

12 OVERSIGHT AND PENALTIES

In the event of Content that violates Article 11 of these Terms and Conditions (T&C), the School reserves the right (i) to remove the relevant Content and (ii) to take legal action against any User who has caused damage of any kind to the School, one of its agents, the Publishing Director, or a third party.

Additionally, administrators have the authority to suspend user accounts and implement any necessary measures they find suitable to maintain the smooth operation of the Service. Particularly, they have the capability to establish measures for preserving and backing up data to maintain a record of the creation or distribution of Content on the Service, safeguarding the integrity of data and the Service's

functionality, averting unauthorized access or damage to the Service, or inserting information or materials that breach intellectual property rights guidelines.

If a user breaches these Terms and Conditions (T&C), the Educational Institution retains the right to impose any penalties against the violator, which may include suspending or shutting down their User Account without warning or compensation, and pursuing its legal rights in court.

13 TECHNICAL CONDITIONS OF ACCESS TO THE SERVICE

In order to enjoy optimal use of the Service, users are informed of the following minimum technical requirements:

- The user's device must have an Internet connection;
- The Service is generally compatible with the most commonly used browsers and operating systems. To ensure the highest quality and security of the Service, users are advised to utilize the most recent versions of web browsers. Periodic updates to the utilized operating systems and browsers may be necessary;
- Additionally, during the data download process inherent to the use of the Service, the User's Internet service provider may levy additional connectivity charges. These costs are determined in the contract that the User has established with their Internet service provider.

The User acknowledges having been sufficiently informed about the computer conditions required to access the Service.

If the User notices a malfunction or an anomaly in the operation of the Service, they can contact the Administrator and the School Establishment.

14 PERSONAL DATA PROTECTION

In accessing the Platform and utilizing the Service, the Educational Institution will process your personal data, acting as the Data Controller, in accordance with the conditions and objectives thoroughly outlined in the Personal Data Protection Charter, accessible on the Platform.

Please refer to the Personal Data Protection Charter for more information on how the Institution processes your Personal Data and how to exercise your rights.

15 WEBSITES, PRODUCTS, AND THIRD-PARTY SERVICES

The Service may contain links to or interact with servers from third-party websites or services, which are not under the control of the Educational Institution.

The Educational Institution does not assume responsibility and offers no explicit or implicit assurances regarding the information or resources available in, or through, these Third-Party Services.

Likewise, the Educational Institution does not provide assistance related to these Third-Party Services and holds no responsibility for any service disruptions arising from them.

The access and usage of these Third-Party Services, along with the information and resources obtainable through them, occur strictly at the User's own risk. Users are urged to review the terms and conditions, as well as any applicable rules for accessing and utilizing these Third-Party Services prior to their use.

16 WARRANTY

The User acknowledges that access and use of the Service are granted to them for free and without any consideration other than complying with these Terms and Conditions (T&C). Also, the Educational Institution informs the User that the Service is provided "as is," with no applicable legal guarantee that the Service will conform to the User's needs.

In this context, the Educational Institution renounces all express or implied warranties, including but not limited to uninterrupted service, fitness for a specific purpose, titles, or non-violation of third-party rights or infringement actions.

There is no guarantee (i) that the Service will be free of errors, defects, viruses, or other harmful elements or interruptions, or that the data or information provided and/or produced via the Service are accurate, complete, up-to-date, or error-free; (ii) that the functionalities of the Service will meet the User's needs; and (iii) that the functionalities of the Service will enable the User to achieve the results they wish to obtain. The User is recommended to implement appropriate antivirus and security software on their terminal and other devices to protect themselves from bugs, viruses, and other harmful programming routines.

The User acknowledges and agrees that the availability of the Service may be interrupted for reasons of maintenance, security, and/or any other purpose, and/or due to computer problems, an interruption or malfunction of the Internet network, failure of any receiving equipment or communication lines, or other unforeseen circumstances.

The Institution may, at its sole discretion, update and modify any functionality, module, or content of the Platform and/or Service.

17 FORCE MAJEURE

The Educational Institution cannot be held liable for a failure to meet its obligations and for any damage suffered by a User when these arise from a force majeure event, as defined in Article 1218 of the French Civil Code.

18 SUSPENSION AND TERMINATION

Without prejudice to any other remedies or compensation that the Institution may seek or claim elsewhere, the Institution reserves the right, without prior notice and at any time, to refuse to provide or to limit, suspend, or terminate access to and use of all or part of the Platform and to take technical and legal measures to prevent any User from accessing the Service in the following cases: (i) in case of violation of these Terms and Conditions (T&C) or any applicable law or regulation by You, or when required by any applicable law or regulation; (ii) when a User's use of the Service may infringe and/or harm the intellectual property rights of the Institution and/or its licensors; (iii) when a User's use of the Service may infringe and/or harm any third-party rights; (iv) when a User's use of the Service may damage or impair the proper functioning of the Service and its use by other Service users; (v) if required by law or any applicable regulation and/or any judicial, administrative, or governmental authority.

Access to the Service will automatically be severed if the User is no longer affiliated with the School, if the School no longer operates the Service, or under circumstances provided for by these Terms and Conditions (T&C). You acknowledge and agree that, in such a case, the Institution will deactivate Your Login Credentials and the associated Account.

Users have the freedom to cancel these Terms and Conditions at any time by submitting a request to the Administrator or the Educational Institution. It should be noted that upon termination of these terms, access to the Service will be lost. It is advisable for parent(s) who wish to close their child's User Account to notify the Educational Institution.

19 MISCELLANEOUS

If one or more of the provisions of these Terms and Conditions are rendered or declared null and void under any law, regulation, or decision by a relevant jurisdiction, one or more replacement provisions shall be agreed upon to replace the null and void provision(s) and to best achieve the purpose intended

by the initial clause(s). All other provisions of these Terms and Conditions maintain their full force and scope.

20 APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms and Conditions are subject to French law.

Should any disputes arise regarding their validity, enforceability, interpretation, or execution, the User is encouraged to engage with the Educational Institution.

Moreover, the User is entitled, when applicable, to seek out the consumer mediator appointed by the Educational Institution at no cost, or to pursue the matter with the competent court following the procedures outlined in the French Code of Civil Procedure.