

eKool's Family Package service contract

1. General provisions and definitions used in the contract

- a) eKool AS (hereinafter **eKool**) and the user (hereinafter **the client**; eKool and the client jointly referred to as: **parties**) registered on the website <http://www.ekool.eu> (hereinafter **the website**), hereby enter into a service contract for services provide under the Family Package (hereinafter **the contract**).
- b) For the purposes of this contract, a student shall refer to a person considered a student in eKool.
- c) For the purposes of this contract, a parent shall refer to the student's parent, guardian or some other person related to the student who has been granted access to the student's data in eKool.

2. Content of the Family Package

The Family Package (hereinafter **the service**) is a paid service allowing clients access to the following services, the list of which eKool has the right to update:

- a) Absence Patrol, whereby the client receives a notification of the student's first absence during the school day. Absence Patrol messages will be sent on workdays between 8:00-19:00 if there is any available information.
- b) Grade Patrol, whereby the client receives notifications of all negative grades the student has been given up to that point, after receiving the last report on their grades. Grade Patrol messages will be sent on workdays between 18:00-19:00 if there is any available information.
- c) Upcoming Test Notifications, whereby the client receives a notification two school days prior to tests that have been scheduled in eKool. Upcoming Test Notification messages will be sent on workdays between 18:00-19:00 if there is any available information.
- d) Weekly Reports, whereby the client receives notifications at the end of each week on all studies-related information entered into eKool (grades, graded assignments, absences, being tardy, notices, homework, etc.) concerning the previous and the next week. Clients will receive Weekly Reports on Fridays during school weeks, between 17:00 and 19:00.
- e) Ad-fee mKool mobile app that requires the client to download the appropriate app on their mobile phone, log on to eKool and configure corresponding ad settings to make sure the application works as intended.
- f) Grade Statistics, which is available as a graph on eKool's website or via the mKool mobile app. The graph includes a grade frequency table analysing a certain test or an overall grade for all the students in the class.

3. Conditions of service access and clients' responsibilities thereof

- a) eKool shall only disclose the agreed information to the client regarding the student whose data the client has been granted access to by the school.
- b) The client has the right to determine who shall have access to the service (incl. their phone numbers and e-mail addresses) by configuring the settings for the Family Package on eKool's website. By adding another person, the client consents to eKool sending personal data about the student to that person.
- c) Once the client has signed the contract and activated the service, the service will also be available to all students related to the client and all parents related to said students. SMS notifications described in clauses (a) to (d) under the content of the service will be sent to persons named under this section only if the client has selected the appropriate option in the Family Package's settings on eKool's website.
- d) If the client is a student, the service will also be available for each of their parents. Notifications described in clauses (a) to (d) under the content of the service will be sent to persons named under this section only if the client has selected the appropriate option in the Family Package's settings on eKool's website.

- e) Students can use the service according to limitations set for students as laid down on the website.
- f) The client must guarantee the safety and confidentiality of data (incl. user names and passwords) allowing access to the service from all unauthorised persons, and do everything possible to make sure unauthorised parties do not gain access to the service or any data disclosed or made available as part of the service.

4. Service charge and payment procedure

- a) In accordance with this contract, the client agrees to pay to eKool a periodic service charge (hereinafter **the fee**), the amount of which is laid down in the price list published on eKool's website. The fee is client based and not determined by the number of students related to the parent or the number of parents related to the student.
- b) The client pays for the service in advance, paying a fee for each calculation period by the day preceding the start of the next calculation period. The calculation period can last for 30 days or one calendar year. If the payment method chosen by the client enables this, then the client can pay in advance for several calculation periods.
- c) One calculation period includes up to 20 SMS notifications for a 30-day period and up to 240 notifications for a (calendar) year-long period sent to the client and persons authorised to receive SMS notifications by the client. SMS notifications that remain unused during the calculation period will not be carried over to the next period.
- d) Clients will receive an SMS notification if their message limit is full. Clients can purchase additional SMS quota based on the price list published on eKool's website. Quota that remains unused during the calculation period will not be carried over to the next period.
- e) Clients can pay for the service using the following means:
 - i. a bank link;
 - ii. a credit card;
 - iii. their mobile telecommunication operator;
 - iv. via mKool.
- f) By paying for the service via a mobile telecommunication operator or mKool, the fee for the service will be added to the monthly bill for the telephone related to said service or automatically taken off the client's service-related calling card or the client's credit card. In that case, the client's mobile telecommunication operator shall determine the due date for the payment, the interest on arrears and the method of debt collection according to their terms of settlement. When using a phone number belonging to a third person as their service-related phone number, the client confirms upon entering into contract that the owner of said number agrees to the service charge.
- g) When paying for the service via a mobile telecommunication operator, the client must enter the appropriate phone number for monthly settlements on eKool's website and use the validation code sent to that number to confirm their subscription. Should the client change their service-related mobile phone number, they are obliged to deactivate the service on eKool's website and sign a new contract using the changed mobile number. Should the client change their mobile telecommunication operator, eKool will deactivate the service and the client must sign a new contract using the changed or transferred mobile number.
- h) Sums paid in advance will not be recovered upon cancelling the service.
- i) eKool has the right to request that the client pay the service charge even if they are unable to use the service for reasons beyond eKool's control.

5. Personal data processing

- a) **By signing this contract, the client allows eKool to process personal data pertaining to themselves and any minor student(s) (hereinafter personal**

data) related to them under the conditions and in accordance with the procedure laid down in the contract.

The composition of personal data to be processed

- b) eKool processes all personal data that has been discovered about the client or about the student related to the client when establishing the client relationship or providing the service. eKool processes, for example, the following data about the client or about the student related to the client:
 - i. Customer's personal information (including name, personal identification code, language of communication, etc.), as well as the data related to student customer education (including education, educational institution, etc.);
 - ii. Customer's contact information (including address, mobile phone number, e-mail address, etc.);
 - iii. Data of the contracts entered into by the customer;
 - iv. Data related to the customer's habits, preferences and satisfaction (e.g., the frequency of service usage, service preferences, customer complaints, etc.);
 - v. Customer segment data (i.e., the group or the region that the customer belongs to);
 - vi. The data of the eKool web pages visited by the Customer.

The scope and purpose of data processing

- c) For creation of a customer relationship and provision of services, eKool has the right to process all personal data that it has received from the customer, from another customer, (e.g., on a student from parents, teachers and/or school), or from public databases (including the data published on the Internet), as well as from third parties if transfer of such personal data is legitimate.
- d) eKool processes personal data to the extent permitted by law in order to
 - i. Identify the customer;
 - ii. Perform the contract between the customer and eKool or to ensure the performance of the contract (including for the calculation and settlement of fees), and to realize its rights arising from the contract entered with the customer or a related contract, as well as to protect its violated or disputed rights;
 - iii. Perform customer surveys, statistical studies, analyses and reporting on the customers and the services;
 - iv. prepare statistic research, analysis and reports the results of which will be made public anonymously (i.e. without disclosing the student's name or other data enabling identification);
 - v. Manage and develop existing services and applications used for the provision of the service, and to develop new services;
 - vi. Check and, if necessary, correct or supplement the personal data provided by the customer;
 - vii. Assess and prevent potential business risks or losses related to the provision of services.
- e) The overview of the processing of personal data provided in section 5 (d) is not exhaustive. For creating customer relationships and for ensuring provision of services, in the event such need arises, eKool may process the personal data for a purpose not specifically indicated in section 5 (d).

Disclosing personal data to third parties

- f) eKool discloses customer information to third parties solely to the extent required by the third parties for meeting the objectives set in above.
- g) eKool has the right to send personal data to the following persons:

- i. To individuals and organizations involved in the provision of services and in performance of contracts entered into with the customer (e.g., a mobile telephony company);
- ii. To eKool consultants or other service providers if the personal data is necessary in order to provide a high-quality service, and provided that such persons fulfil the organizational, physical and information technological requirements provided for by eKool to maintain and protect confidential personal data;
- iii. To service providers, for whom eKool has transferred under the conditions provided by law a part or all of their operations or the operations directly supporting the core operations (e.g., mail service, the archive service), provided that such persons fulfil the necessary organizational, physical and technological requirements to maintain and protect confidential personal data;
- iv. our partners for managing and developing services and applications used to provide said services, as well as for creating new services, provided that those persons meet the organisational, physical and IT-related requirements set by eKool to guarantee the confidentiality and safety of personal data;
- v. To the authorized processors (e.g., the statistical analysis of the use of services);
- vi. Summary statements to local educational agencies, and to the Ministry of Education and Research;
- vii. To other third parties, if the customer is in breach of contract (such as to a debt collection service provider, credit information to a company). The customer is aware and agrees that the relevant persons may process the personal data forwarded to them due to breach of contract in accordance with their existing personal data processing principles.

The processor of personal data and authorised processors

- h) The authorized processors are the persons who handle personal data on behalf of eKool. A list of the authorized processors and their contact information is available at www.ekool.eu. If the authorized processors or data change, the list will be amended within a reasonable period, but not later than thirty (30) days from the occurrence of the change.
- i) The processor of the client's data is eKool or a processor authorised by eKool. eKool's contact data is readily available at www.ekool.eu.

The client's rights pertaining to the processing of personal data and processing personal data based on law

- j) The client has the right to request that their personal data to no longer be processed, published and shared with third parties and ask for any collected personal data to be deleted.
- k) In addition to the aforementioned, eKool has the right to process personal data without consent from the client if it is necessary to fulfil the contract or meet any other conditions determined by law.

6. Communication of messages and advertisement

- a) By signing contract the client allows eKool to send them:
 - i. systemic messages;
 - ii. educational notifications;
 - iii. general and introductory information about services provided by eKool; and
 - iv. advertisements.
- b) Systemic messages are any notifications related to the client's account and its use, the rendition of the service and execution of contract. Educational messages constitute of any non-systemic notifications that relate to the student or school work and provide added value, including but not limited to information about social

campaigns and information sent by educational institutions. Advertisements are commercial messages or offers about services provided by eKool or eKool's partner.

- c) eKool has the right to organise or use the help of third parties to organise surveys in order to learn about clients' habits and improve the quality of their service. Surveys will be sent to the e-mail address or phone number tied to the client's account.
- d) The client has the right to contact eKool at any time to say that they do not want any more advertising. Clients can find information on how to refuse further advertising by respective ads and/or on eKool's website (Settings > Privacy).

7. Client approvals, safety and liability limitations

- a) The client confirms that it is entitled to use the service and that there are no other legal aspects which could prevent the use of the service or cancel any arrangements under the agreement.
- b) The client confirms that it has carefully read the agreement and terms related to the provision of the service, and all terms are understandable, unambiguous and acceptable to the client.
- c) The client is aware and accepts that eKool provides the service through third parties (mobile network operators), who can restrict the provision of the service.
- d) The client is aware and accepts that use of the service entails risks, including that the transmitted information could become available to third parties, or that the transmitted information could be counterfeited, etc.
- e) eKool only functions as a mediator of information entered by the school and is not responsible for the accuracy and completeness of that information, nor for granting access to the client's data.
- f) eKool has the right to change, improve and develop eKool's website, the mKool app and the content of the service as it sees fit. eKool has the right to stop providing the service at any time should it see fit to do so, by informing the client at least one calendar month in advance, provided that it is reasonably possible.
- g) eKool has the right to limit the availability of the service, including but not limited to maintenance and development work or version updates. eKool is not responsible for providing constant access to the service.
- h) eKool is not responsible for service-related errors that occur for reasons beyond eKool's control or for damages incurred while using the service (including for the functioning of mobile services and for the accessibility and safety of the application).
- i) eKool is not responsible for service-related costs incurred by the client.
- j) eKool is not responsible for the leakage of information sent through the service or for third parties coming into possession of said information if the client fails to fulfil obligations set out in section 3(f) of this contract.

8. Validity of, changes to and termination of the contract

- a) The contract enters into force at the time of its conclusion, i.e. after agreeing to the terms of the contract.
- b) The contract is open-ended.
- c) eKool has the right to refuse to enter into contract with a person without giving any reason, by informing the person concerned of their refusal within seven (7) days after said person has agreed to the terms of the contract. In such a case, regardless of provisions set down in section 8(a), the contract shall not be deemed valid.
- d) Persons under the age of 18 can sign a service contract only with approval from a parent or a guardian and provided that the parent or guardian has agreed to take responsibility for any contractual obligations. eKool can request underage clients to submit consents mentioned in this section at any time.
- e) The client has the right to cancel the contract at any time. To terminate the service, the client must follow corresponding instructions on eKool's website.

- f) eKool has the right to cancel the contract without reason by informing the client at least one calendar month in advance.
- g) eKool has the right to refuse to provide the service to the client if the client has not paid the advance payment described in section 4. Additionally, eKool does not provide the service (or parts thereof) if the client has requested that the service (or parts thereof) be restricted or if the student's school has placed restrictions on using said service or restricted access to the student's data.
- h) If there is valid reason, eKool has the right to stop providing the service or cancel the contract immediately and without prior notification.
- i) eKool has the right to unilaterally change the contract, incl. the price list, by announcing the changes on eKool's website at least one calendar month in advance. The client has the right to cancel the contract if they do not agree to said changes.
- j) If the client has a valid contract concerning some of eKool's paid services, the corresponding paid service will be deemed to be ended upon joining the Family Package.