

SKILLGROWER - TERMS OF USE OF THE SERVICE

1. CONTENT AND TERMS OF USE OF THE SERVICE

Skillgrower.com, maintained by Skillgrower Oy (hereinafter "Service Provider"), is an online service that is used with an Internet browser. The service is primarily intended for use by educational institutions as well as individual students and teachers, but the service can also be used by associations and companies. The service includes e.g. the user's personal profile, paid and unpaid courses and assignments, and the learning analytics accumulated as a result of the internship. These Terms of Use apply to your use of the Service described above (the "Service"). The Terms of Use regulate the relationship between the Service Provider and the users of the Service (hereinafter also the "User"). The rights to the Service are owned by the Service Provider and the User is granted access to the Service in accordance with these terms of use. By registering for and / or using the Service, the User accepts these terms and agrees to abide by them. If the User does not accept these terms, he cannot use the Service.

Furthermore, when using the Service, the User must comply with Finnish law, other applicable regulations and good manners.

2. DATA PROTECTION

The service provider complies with Finnish law and the current GDPR regulation when processing personal data. More detailed information on the processing of personal data can be found in the register description, which the User registering for the Service must read.

3. REGISTRATION AND USER

Each user of the Service may have only one user account. When registering for the Service, the user must provide the identification information required in the registration form. In order to use the Service, the User will have to create or use a password and a user ID, which will allow the User to log in to the Service. The username associated with the user account must not contain offensive or criminal incitement and must otherwise be in accordance with good manners. A person who has reached the age of 15 can create a username and register as a User himself. A person under the age of 15 must have the consent of a guardian / trustee to use the Service, unless the use is guided through the school. In order to obtain consent, a person under the age of 15 must inform the Service Provider of the e-mail address of his / her guardian / trustee when registering. The Service Provider will send to the notified e-mail address information on the terms of use to be followed for the use of the Service, as well as other information necessary for registration with the Service. The guardian / trustee must carefully review the terms of use

together with the Service User under the age of 15 before giving their consent. The guardian / trustee also has the right to prevent a person under the age of 15 from using the Service by registering with the Service Provider after registering with the Service. In this case, the guardian / trustee must be able to prove that he / she is the guardian / trustee of the holder of the account to be deleted. When registering for the Service and using the Service, the User must provide all the information required from the User truthfully and correctly. The Service Provider may exercise its right under Section 10 of these Terms of Use to lock or delete the User's user account if the User has attempted to mislead the Service Provider, for example by incorrectly providing the e-mail address required to verify the guardian's / trustee's consent. Users are responsible for the actions performed with their own user account. The username and password are personal and may not be passed on to third parties. If the password or username becomes known to third parties, the User must immediately notify the Service Provider.

4. DATA STORAGE AND BACKUP

The Service User may store material on the Service Provider's server. However, the service provider does not guarantee the preservation of the stored data and is not liable for any damage that may occur due to the alteration, loss, destruction or deletion of the data. In order to store the data, the Service User is obliged to take care of backing up the data and materials stored on the Service Provider's server.

5. RESPONSIBILITY FOR USE OF THE SERVICE AND CONTENT PROVIDED BY THE USER

The User of the Service is responsible for all material that he stores on the Service and / or makes available to others using the Service (eg by uploading material to the Service, using various linking methods and other possible methods). The Service Provider does not actively check the material provided by users to the Service and therefore does not take responsibility for the content of the material. The Service may not transmit or store on the Service Provider's server material: - which infringes the copyright or other rights of third parties (so-called third parties) - which infringes, denigrates, harasses or threatens someone - which impairs the functionality of the service - which is otherwise valid in Finland contrary to law or good practice. The Service may not be used for commercial purposes without the agreement of the Service Provider and the approval of the Service Provider. Any user of the Service who notices material added to the Service that violates these Terms of Use or notices that the Service has otherwise been used in violation of these Terms of Use must immediately notify the Service Provider.

6. RIGHTS TO USER-DESIGNED CONTENT

These Terms of Use do not affect the ownership of any material you provide to the Service, but the rights remain with their legal holders. Pursuant to these Terms of Use, the Service Provider does not acquire any rights to the above-mentioned material other than what the Service

Provider needs to implement the Service in accordance with the Terms of Use. Example: An image submitted to the Service will be distributed in its original or modified version to other Users of the Service in accordance with the publicity specified for the image. The different versions can be manufactured and distributed via third-party proxy servers, for example, to improve performance. Furthermore, the Service Provider may exercise its rights mentioned in section 10 (“Consequences of actions in violation of the Terms of Use”) (e.g. remove material that violates the Terms of Use from the Service).

7. CHANGES TO THE TERMS OF USE

The Service Provider has the right to unilaterally change these terms of use at any time. Changes to the terms of use will be announced separately in a manner deemed appropriate. By using the Service, the user of the Service accepts the changed terms of use after being informed of the changed terms of use.

8. MAINTENANCE AND UPDATES OF THE SERVICE

The Service Provider strives to provide the most reliable service possible, and the Service is in principle available 24 hours a day. However, the Service Provider does not warrant the operation or features of the Service. The Service Provider strives to continuously improve the Service and therefore changes may be made to the Service. The Service User understands and accepts that the development, modification and termination of the Service, in whole or in part, is at the sole discretion of the Service Provider.

9. INTERRUPTION OF USE OF THE SERVICE

The Service Provider is not liable for damages caused by technical failures, maintenance work, upgrades, communication network, interruptions of the Internet network or other possible circumstances.

10. CONSEQUENCES OF ACTION AGAINST THE TERMS OF USE

The Service Provider has the right to remove material on the Service or block material distributed using the Service that, in the Service Provider's opinion, violates the rules and principles mentioned in these Terms of Use. In addition, the Service Provider has the right to lock or delete the Service User's user account if the User violates its obligations arising from these Terms of Use (for example, by adding material to the Service that violates the Terms of Use, using the Service against good manners or otherwise). Upon receiving information about the violation, the Service Provider may lock the user account / ID immediately. In this case, the Service User who has committed the violation will no longer be able to log in to his or her user

account or the content generated by the username is visible to other users. When the user tries to log in to his / her account, he / she will be notified that the account is locked and the contact details of the Service Provider will be notified in order to find out the consequences of the violation. If the User contacts the Service Provider within 90 days of locking the user ID, the Service Provider and the User may discuss the consequences of the violation and the possible continuation of the use of the Service, if the violation is not serious. If the User does not contact the Service Provider within 90 days, the user account may be deleted completely.

11. LOCKING / DELETING A USER ACCOUNT OTHER THAN ON THE BASIS OF BREACH OF THE TERMS OF USE

In addition to the provisions of Section 10, the Service Provider has the right to lock a user account / ID if the following conditions are met: e-mail address and the User has been asked to respond to the notification in the manner specifically mentioned therein; and - The user does not respond to the message within 90 days of sending the notification. If the Service Provider does not receive a contact within 180 days of locking the user account / ID, the user account / ID may be deleted from the system completely.

12. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These terms and conditions are governed by Finnish law. Disputes arising from the terms will be resolved primarily through negotiations. If an agreement cannot be reached through negotiations, the dispute will be resolved in the Southern Finland District Court.

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