

LESSONAPP – TERMS OF SERVICE

1. Scope and background

LessonApp is an online education platform available at lessonapp.fi (hereinafter “**Website**”) and as a mobile application provided by LessonApp Oy (Business ID 2890429-8) (hereinafter “**LessonApp**” or “**we**”) for the purpose of providing educational material and an information sharing platform for teachers and educators around the world.

By subscribing to the Service, the individual or the organization subscribing to the Service will be bound by these Terms of Service (hereinafter the “**Terms**” or “**Agreement**”) with LessonApp.

By finalizing the subscription, you hereby warrant to have the required authority to subscribe to the Service independently or on behalf of the business entity or other organization you are representing. If you are representing the Customer Organization (as defined below), you commit to the service fees on behalf of the Customer Organization.

You shall read this Agreement with due care. By finalizing the subscription to the Service, you accept the terms of this Agreement in their entirety as part of the subscription procedure. By clicking the box referring to this Agreement in the Service, a binding contract is formed either a) between LessonApp and you if you are subscribing to the Service on your own behalf or b) between LessonApp and the Customer Organization that you represent.

LessonApp and the Customer are individually referred to as a “**Party**” and collectively the “**Parties**”.

2. Definitions

Administrator – Customer Organization’s main user of the Service and duly authorized representative of the Customer Organization who has e.g. the right to conclude agreements on behalf of the Customer Organization and grant access rights to the Service to the other representatives of the Customer Organization.

Customer – either the Individual Customer or the Customer Organization being a Party to this Agreement.

Content – any software, documents, information, items, communication and materials in any form, which are available on the Service for the use of the User after the subscription to the Service. For clarity, in addition to the materials provided by LessonApp, Content may include materials provided and uploaded by other users of the Service.

Customer Organization – business entity or another organization which has subscribed to the Service and is a Party to this Agreement, if applicable.

Intellectual Property – any registered and unregistered intellectual property rights, including without limitation patents, designs and trademarks, as well as copyrights, related rights, know-how, trade-secrets and Confidential Information.

Paid Subscription – version of the Service subject to Subscription Fee.

Individual Customer – an individual who has subscribed to the Service on his/her own behalf and is a Party to this Agreement, if applicable.

Service – The web browser version and the mobile application version of the LessonApp education platform the use of which is governed by this Agreement.

Subscription Fee – a fee payable by Customer for the version of the Service subject to a charge.

Subscription Period – the prepaid fixed term during which the Customer is entitled to use and has access to the Service.

User or you – any authorized user of the Service i.e. a) the Administrator or another representative of the Customer Organization to whom the Administrator has granted the right to access the Service and who accepts these Terms in connection with the subscription to the Service or b) the Individual Customer who subscribes to the Service on his/her own behalf and accepts these Terms in connection with the subscription to the Service.

User Material – any software, documents, information, items, communication and materials in any form, which are uploaded to the Service or otherwise shared through the Service by you.

3. Use of the Service

Subject to compliance with the terms agreed herein, LessonApp grants and the User hereby accepts a limited, non-exclusive, non-transferable, and non-sublicensable right to use the Service and the content available through the Service, including the Content, during the term of this Agreement for the User's own educational and teaching purposes.

When subscribing to the Service you shall provide accurate and complete registration and other information to LessonApp as requested by LessonApp.

4. Authorized Users

In connection with the subscription to the Service, the Customer Organization is granted one or several administration account with a username and a password. The named Administrator is entitled to invite a agreed number of individuals as regular Users by sending an access link to their email addresses. Only representatives of the Customer Organization authorized by an Administrator are allowed to access and use the Service. Administrator is entitled to invite Users exclusively from Customer Organization's own organization and shall not provide access to the Service to any third parties. For clarity, the administration accounts relate solely to our customer organizations and not to our Individual Customers.

Unauthorized use is strictly prohibited, and the User shall be responsible for any unauthorized use of the Service conducted with the username and/or password given to the User.

You shall use all reasonable endeavors to prevent unauthorized access to or use of your administration or user account. In the event of or if you have reason to suspect any unauthorized access or use of your administration or user account, or if your password has been revealed to a third party, you shall promptly notify LessonApp thereof.

5. Subscription model

Certain features of the Service become might become available to you simply through subscription to the Service.

A Paid Subscription containing certain additional functionalities is available to the Customer only by paying the Subscrition Fee.

LessonApp may offer free or discounted subscriptions to Paid Subscription but Customer agrees and acknowledges that some features or materials of the Paid Subscription may not be available in the free or discounted versions. These features and materials require payment before Customer can access them.

LessonApp reserves the right, at its sole discretion, to determine Customer's eligibility for free or discounted subscriptions and, subject to applicable laws, to withdraw a free or discounted subscription at any time without prior notice and with no liability.

6. Payment of the Subscription Fee

If the Customer has chosen ther Paid Subscription, it shall pay the applicable Subscription Fee in accordance with the payment terms set out below:

Payment by credit card

The applicable Subscription Fee may be paid by credit card. Payment of the Subscription Fee shall be conducted with a valid credit card by submitting the relevant credit card information, as required in the Service, in connection with the subscription to the Service or thereafter in case the Customer chooses to change the subscription model from the free version to the Paid Subscription. If a payment cannot be charged successfully, due to e.g. expiration of the registered credit card or insufficient funds and Customer does not provide LessonApp with valid credit card information, LessonApp has the right to suspend the User's access to the Service until valid credit card information has been provided by the Customer.

The applicable Subscription Fee will be charged from the Customer's credit card. The date of the charging shall be defined on the basis of the date of the commencement of the subscription of the Paid Subscription (after the free trial period, if applicable). In some cases, the payment day may change, for example if it has not been possible to charge the Customer's Subscription Fee due to insufficient funds.

Payment by invoices

The applicable Subscription Fee may be paid by the Customer against invoices issued by LessonApp. LessonApp shall invoice the applicable Subscription Fees in advance. The payment term is 14 days net from the date of invoice. Notices relating to invoices or payments hereunder shall be given in writing within 7 days from the date of receipt of the relevant invoice.

Interest on overdue payments shall accrue according to the Finnish Interest Act. The Customer shall be responsible for the reasonable costs incurred by LessonApp when collecting overdue fees.

Without prejudice to its other rights, LessonApp may temporarily disable the Users' access to the Service in the event the Customer has overdue payments in excess of 30 days.

Refunds

All payments made in accordance with this Agreement are non-refundable.

Payment cycle

In case of payment by credit card, the Customer shall be charged the Subscription Fee in connection with the subscription to the Paid Subscription. In case of payment by invoice, the invoice shall be sent to the Customer after the subscription to the Paid Subscription.

7. User Material

In connection with the use of the Service you may enter various User Material into the Service.

The Intellectual Property relating to User Material shall belong to the User or the Customer Organization (as the case may be) and the User shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Material.

However, the Customer and the User hereby grants LessonApp a perpetual, non-exclusive and royalty-free right to use and make the User Material available in connection with the provision and marketing of the Service. LessonApp shall e.g. have the right to make the User Material available to other authorized users of the Service in accordance with these Terms and to use User Material for updating and developing the Service.

You warrant that the User Material uploaded by you do not contain illegal or unacceptable content, and that they are not in violation with third party intellectual property and/or other rights. You are responsible for ensuring that the User Material uploaded by you do not contain viruses or other malicious or harmful code.

LessonApp shall have the right, but shall not be obliged to, monitor the User Material in order to ensure compliance with the terms of this Agreement. In case LessonApp believes, in its reasonable opinion, that any User Material violates this Agreement, intellectual property rights or any applicable law, LessonApp shall have the right to delete such User Material.

LessonApp disclaims any responsibility for the backup and/or retention of any User Material uploaded to the Service. The Service is not intended to be used as the sole storage location for User Material.

LessonApp may collect and process personal data in relation to Customer's subscription and Users' use of the Service, such as contact details, payment information, and identification data on Users. LessonApp processes such personal data in accordance with its Privacy Policy in force from time to time and available on the Website. Do not upload personal data of third parties to the Service.

8. General rights and obligations of the Parties

Customer is responsible for preparing Customer's hardware, connections, software and data systems to meet the operating environment of the Service and for ensuring that the Service fulfils Customer's intended purpose of use. The use of the Service requires a functioning connectivity to internet.

Misuse of the Service by you may lead to the termination of this Agreement by LessonApp or suspension or denial of access to the Service.

LessonApp may make modifications or changes to the Service at any time at its sole discretion and without notifying you thereof, provided that such changes do not materially affect you or your use of the Service. If LessonApp introduces changes materially affecting the Service, LessonApp will notify you thereof in advance in writing and the Administrator or the Individual Customer is entitled to terminate this Agreement and the subscription to the Service in case the Administrator or the Individual Customer does not accept the changes.

9. Restrictions of use of the Service

You may use the Service only and strictly in accordance with the terms of this Agreement.

Unless otherwise permitted in this Agreement, you may not:

- a) circumvent or attempt to circumvent any usage control or anti-copy features of the Service;
- b) probe, scan or test the vulnerability of the Service;
- c) upload personal data of third parties to the Service;
- d) use the Service and the content available through the Service in any manner that could damage, disable, overburden or impair the Service;
- e) use any data mining, robots, scraping, or similar data gathering or extraction methods;
- f) use, sell, rent, transfer, license or otherwise provide anybody with the Service and/or the content available through the Service, except as provided herein;
- g) interfere with other users' use and enjoyment of the Service;
- h) reverse engineer or decompile the Service or access the source code thereof, except as permitted by law;
- i) use the Service for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- j) use the Service in violation of applicable law;
- k) use the Service in ways that violate intellectual property rights, business secrets or privacy of third parties;
- l) use the Service to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

10. Third party services and Content

Certain functionalities of and materials included in the Service may be provided by third party service providers or other users of the Service.

LessonApp shall not be liable to the Customer for any direct or indirect damages arising from your use of third-party services or Content. In addition, LessonApp shall not be liable for interruptions to the availability of the services provided by third parties.

This Agreement covers exclusively the Service and the use thereof and any and all linked third-party services and platforms are provided by the relevant third parties and covered by their terms of service or other agreements or licenses. LessonApp does not assume any liability in regard to use of such third-party services and platforms, whether or not they are linked to the Service.

11. Intellectual Property

All Intellectual Property in or related to the Service and thereto related documentation (including modifications, if any and excluding User Material) and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of LessonApp and/or its subcontractors or licensors.

Except as expressly stated herein, this Agreement does not grant the Customer or the User any Intellectual Property in the Service and all rights not expressly granted hereunder are reserved by LessonApp and its subcontractors or licensors, as the case may be.

12. Availability

LessonApp will strive to have the Service available for your use 24 hours a day, 7 days a week ("**Service Hours**") during the term of this Agreement.

Notwithstanding the above mentioned, LessonApp shall have the right to temporarily suspend the provision of the Service during the Service Hours in accordance with the following, without any obligation to compensate any damages or service level failures to the Customer or User:

LessonApp shall have the right to suspend the availability of the Service for a reasonable duration due to installation, change or maintenance work of the Service or LessonApp's network or due to severe data security risk to the Service or if required by law or public authorities. If LessonApp suspends the Service for this reason, it shall inform you of the suspension and the estimated duration thereof in advance or, if this is not reasonably possible, without undue delay after LessonApp has become aware of such occurrence.

LessonApp shall have the right to deny your access to the Service without any prior notice to you, if LessonApp suspects that you burden or use the Service in a manner which may jeopardize the availability of the Service to other users. LessonApp shall without undue delay inform you of the reasons for such denial.

You acknowledge that interruptions to the availability of the Service may also occur due to no fault of LessonApp, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties.

13. Warranties and limitation of liability

To the fullest extent permitted by applicable law, in no event will LessonApp or its representatives be liable to the Customer, User or any third party for any damages, including, without limitation, direct, indirect, consequential or punitive damages, arising out of the use of the Service.

The Parties do not restrict their liability for any matter in respect of which, by mandatory law, it is not permitted to restrict its liability.

LessonApp has no other obligations or liabilities than those that have expressly been agreed upon in this Agreement.

LessonApp makes no warranty, express or implied with respect to the Service and any materials relating thereto and expressly disclaims any warranty of fitness for a particular purpose, merchantability, availability, accuracy or non-infringement.

LessonApp cannot warrant that the Service will always be uninterrupted or error free.

14. Term and termination

The Agreement shall enter into force immediately after you have finalized the subscription to the Service and accepted this Agreement as part of the subscription procedure.

The Agreement shall remain in force for the term of the acquired Subscription Period, whereupon the Agreement shall automatically renew for an additional equally long Subscription Period at the list price in effect at the time of renewal, unless the Customer as given LessonApp a notice of nonrenewal prior to the expiry of the ongoing Subscription Period, upon which the cancellation will take effect the day after the last day of the current Subscription Period.

LessonApp may terminate this Agreement with immediate effect if you substantially breach the provisions of this Agreement and do not remedy the breach within 14 days after receiving a written request to do so.

The Administrator or the Individual Customer may terminate this Agreement with immediate effect if LessonApp substantially breaches the provisions of this Agreement and does not remedy the breach within 14 days after receiving a written request to do so.

You acknowledge that your right to use and access the Service shall expire, automatically and without any further action or notice by either Party, upon the earlier of (a) any expiration or termination of the Agreement between LessonApp and the Customer, or (b) your individual user/access right to the Service having been terminated or transferred by the Customer Organization, if you are a representative of a customer organization.

The provisions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination.

15. Reference use

Customer Organization agrees that LessonApp may use the Customer Organization's name and logo to identify the Customer Organization as a business partner of LessonApp as part of a general list of LessonApp's customers and/or business partners in LessonApp's promotional and marketing materials.

16. Applicable law and dispute resolution

This Agreement shall be governed by and construed in accordance with the laws of Finland, except for its provisions on choice of law.

Possible disputes between the Parties are primarily settled by negotiation. If the matter cannot be resolved amicably, and if the Party to this Agreement is the Customer Organization, the matter shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish or English. If the Party to this Agreement is a Individual Customer, any disputes arising out of this Agreement will be referred to Helsingin käräjäoikeus (Helsinki District Court) as the court of first instance.

17. Miscellaneous

If any part of this Agreement is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of this Agreement. Instead, this Agreement shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

No agency, partnership, or employment is created as a result of these Terms.

LessonApp's failure to exercise or delay in exercising any right under these Terms shall not operate as a waiver.

The Customer or the User may not assign this Agreement or any rights or obligations hereunder without the prior written consent of LessonApp. LessonApp has the right to assign this Agreement to its affiliates or successors as part of a restructuring, merger, acquisition, asset sale or other corporate reorganization.

LessonApp is entitled to amend this Agreement by providing the Customer with a prior notice of at least 30 days. Notwithstanding Section **Virhe. Viitteen lähdeä ei löydynt.** of this Agreement, if the Customer does not accept the change made by LessonApp to this Agreement, the Administrator or the Individual Customer has the right to terminate the Agreement by notifying LessonApp thereof in writing prior to the effective date of such change.