

CoSpaces Edu's Terms of Use

Last updated: December 2021

CoSpaces Edu's mission is to create an environment where students can excel and be their best. To accomplish this goal, it is essential that CoSpaces Edu provides a safe place for students' creations and that teachers are in complete control over how that information is shared.

These Terms of Use govern the use of Delightex' websites at cospaces.io/edu, the CoSpaces Edu Application (edu.cospaces.io) and the CoSpaces Edu Mobile Applications (collectively "the CoSpaces Edu Service", "the Service" or "CoSpaces Edu"). CoSpaces Edu is owned and operated by DelighteX GmbH ("Delightex").

By creating an account on CoSpaces Edu, the User agrees to be bound by the Terms of Use ("Terms").

CoSpaces Edu is intended for use in schools only. If the user is not a school or if the user intends to use the service in conjunction with or as part of a paid service or product, for the purpose of marketing its own or someone else's products or services or otherwise in conjunction with a commercial event such as a workshop, online courses or broadcasted events, the user must enter into a separate agreement with Delightex.

1. CoSpaces Edu is COPPA, FERPA and GDPR compliant

Data collected by CoSpaces Edu may include personally identifiable information from education records that are subject to the U.S. Family Educational and Privacy Act (FERPA) ("FERPA Records"). To the extent that Student Data includes FERPA Records, CoSpaces Edu will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) under the direct control of the school with regard to the use and maintenance of the FERPA Records and will comply with FERPA.

CoSpaces Edu only collects personal information through the Services from a student where their school, district, and/or teacher has agreed (via the terms described in more detail below) to obtain parental consent to use the Services and

disclose personal information to us for the use and benefit of the learning environment. Such consent shall not be deemed as consent pursuant to Art. 6 (1) a) GDPR.

If the User is aware that CoSpaces Edu is collecting information from a student without parental consent, the User shall contact Delightex immediately at support@cospaces.io and Delightex will delete the data.

2. Use of CoSpaces Edu

Using CoSpaces Edu requires a registration and acceptance of these Terms of each individual using the Service (“User”) under cospaces.io (“Website”). The Service offers Teacher Accounts and Student Accounts. When registering with the Software, the User may decide, whether the account shall be set up as Teacher Account or Student Account. To learn more about the major functionalities of CoSpaces Edu please refer to the Website.

CoSpaces Edu may be operated on any computer with an up-to-date web browser software (i.e. Chrome, Safari or Firefox), mobile device with an up-to-date iOS or Android operating system. To use CoSpaces Edu on an iOS or Android device, the User will have to download the CoSpaces Edu app from the relevant app store and accept the Terms and Conditions of that app store. Using CoSpaces Edu requires the User to establish an appropriate Internet Connection, for which usual transmission costs may apply.

A copy of the Terms applicable at the moment of accepting these Terms is available for download as PDF under cospaces.io/edu/terms-of-use.pdf. Delightex does not store or grant the User access to these Terms afterwards.

2. 1. Teacher Accounts

Only teachers or school administrators (“Teachers”) can create a Teacher Account on CoSpaces Edu, and may invite Students (as defined below) to use the Services and administer Classes (as defined below). Creating an account as Teacher is only allowed to users who are of the age 18 or older.

Teachers create an Account by selecting “Teacher” on the registration page and following the registration process. The Teacher is required to confirm to be of the age 18 or older and will be presented the present Terms. If the Teacher agrees with the present Terms, the Teacher is asked to enter its Name and its email address and to choose a user name and a password. After clicking on “Create Account”, the Teacher

receives a confirmation email, where the Teacher shall confirm its registration by clicking a confirmation link within the confirmation email. By clicking on “Create Account”, the Teacher issues a binding offer to enter into an agreement concerning the use of CoSpaces Edu as Teacher pursuant to the provisions of these Terms. Delightex accepts the Teacher’s offer by informing the Teacher of the successful registration with the Service after the Teacher clicked the confirmation link. The acceptance of the Teacher’s offer is at the sole discretion of Delightex.

2. 2. Student Accounts

Individuals, who were invited by their Teacher (“Students”), create an account by selecting “Student” on the registration page and following the registration process. The Student is required to enter the invite code provided by the Teacher. Students may use CoSpaces Edu only if their parent or legal guardian has given permission to the Teacher or their school. A Student may use CoSpaces Edu only if the Student has been given an Invite Code or has otherwise been invited to use CoSpaces Edu by the Teacher.

CoSpaces Edu is an extension of the classroom. The Student agrees to use CoSpaces Edu in a manner that is appropriate to the classroom. The Student may not violate the policies of the school or school district in the Student’s use of CoSpaces Edu.

2. 3. Classes

Teachers can create a virtual class on CoSpaces Edu, where Students can create, edit, upload, view, and share work (“Class”). Once the Class is created, Teachers can invite Students and additional faculty with appropriate permissions to join the Class.

Teachers and schools agree to obtain written consent from parents of students prior to their students creating accounts on CoSpaces Edu. Alternatively Teachers and Schools may act as the Student’s parent’s agent and provide consent to use CoSpaces Edu solely in the educational context (as provided in <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions#Schools>). In case of the latter, the Teacher shall be authorized by the Students’ parents accordingly. The Teacher should consult with its school or school district to ensure that the Teacher obtains proper consent to use CoSpaces Edu in the classroom.

When the Teacher creates a CoSpaces Edu class, the Teacher agrees that:

- Any Students added to the Class by the Teacher are current students attending the Teacher's class in the school where the Teacher is employed.
- Any additional Teachers added to the Class are authorized by the Teacher's school to access student creations.
- The Teacher will use CoSpaces Edu only for lawful purposes and abide by applicable law and policies issued by the school and/or the school district in the Teacher's use of CoSpaces Edu.
- The Teacher will treat CoSpaces Edu as an extension of the classroom and takes reasonable steps to confirm that Students are using CoSpaces Edu appropriately.
- The Teacher will take reasonable measures to protect access to information contained in Student creations.

3. CoSpaces Edu Plans

For Students, using the Services is always free. For Teachers CoSpaces Edu services are available as paid or free services ("Plans") and the Teacher agrees to abide by the terms applicable to the Plans the Teacher signed up for. The number of Students and other Teachers the Teacher is allowed to add to its Classes ("Seats") and the features available within CoSpaces Edu are subject to the Plans and/or add-ons chosen by the Teacher:

3.1. CoSpaces Edu Basic

The CoSpaces Edu Basic Plan ("Basic Plan") does not require payment and allows one Teacher to use the Basic Plan with up to 29 Students. The Teacher can create one Class and one assignment with limited assets and features available to him or her. If the Teacher was using CoSpaces Edu Pro before and the Plan expired, he or she will have view-only access to CoSpaces that were created during the usage of CoSpaces Edu Pro.

3. 2. CoSpaces Edu Pro

The CoSpaces Edu Pro Plan ("Pro Plan") requires payment before the Teacher can access it. If the Teacher activated the Pro Plan, further features may become accessible that are not available through the Basic Plan. More information about CoSpaces Edu Plans, the pricing and features can be found under:

<https://cospaces.io/edu/plans.html>.

The Pro Plan can be purchased with a set amount of seats and is valid for 365 days upon date of purchase. There may be limitations to the amount of seats set for a Pro Plan.

It is possible to add Seats or add-ons at any time during the validity of the Pro plan, in which case the cost is prorated until the expiration date of the Plan and there is a minimum transaction fee set. It is not possible to reduce the amount of seats or remove add-ons during this time.

On the expiration date, the Pro Plan becomes inactive. The Teacher may choose to renew the Pro Plan or downgrade to the Basic Plan.

4. Payments

The Pro Plan can be purchased and is pre-paid directly from the CoSpaces Edu web application, through in-app purchase in the CoSpaces Edu iOS mobile application or through a separate agreement with Delightex, and is non-refundable.

If the Pro Plan is not paid on time, Delightex reserves the right to deactivate your Pro Plan or suspend your account.

5. Pricing

Delightex may change the price for CoSpaces Edu Pro from time to time, and will communicate any price changes to the Teacher via newsletter at least four weeks in advance.

Delightex does not provide any refunds if the price for a Pro Plan drops, or if Delightex offers subsequent discounted promotional pricing ("Discount Codes") or changes the content or features of a Pro Plan.

If the Discount Code is not entered at the time of purchase as specified, the purchase will not be eligible for the discounted pricing and cannot be refunded.

6. Taxes

Prices listed may not include sales or value added tax and applicable tax may be calculated and added only when the transaction is completed. Depending on where the Pro Plan is purchased, such tax may only be visible on the final invoice of the purchase. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of purchase.

7. Pre-paid Offers

If the User has received a code or other offer provided or sold by or on behalf of Delightex for access to CoSpaces Edu Pro (“Code”), separate terms and conditions presented along with the Code (“Pre-Paid Terms”) may apply to the User’s access to the Service and the User agrees to comply with any such Pre-Paid Terms. If provisions of the Pre-Paid Terms deviate from provisions of these Terms, the provisions of the Pre-Paid Terms shall prevail.

Codes purchased from third parties or through other platforms (e.g. Google Play or Apple App Store) are subject to the refund policies of those platforms. Delightex cannot be held responsible for these platforms’ policies.

8. Trials

Delightex may, at its own sole discretion, offer trials of CoSpaces Edu Pro for a specified period without payment (“Trial”). Delightex reserves the right to revoke the Trial and put the User’s account on hold in the event that Delightex determines that the User is not eligible.

9. Deleting an Account

Teachers can delete their CoSpaces Edu accounts under the account settings. Students may have their accounts deleted through any Teacher who sent them a CoSpaces Edu invite code or a school administrator or by sending an email to support@cospaces.io. Students who have a CoSpaces Edu account and would like this account to be deleted may contact Delightex directly at support@cospaces.io to have the Student’s account deleted. The same applies to the Student’s legal guardians.

10. Privacy

Delightex takes the privacy of its Users seriously. To learn more about how Delightex collects, stores, uses, shares, and protects personal information, please review the Privacy Policy at <https://cospaces.io/edu/privacy-policy.html>.

11. Your Intellectual Property

Delightex does not own the content Users provide – Students and their schools own all Student Data added to CoSpaces Edu.

However, in order to provide the Services, Delightex needs certain limited rights to the content uploaded and/or created by Users or content provided by Delightex, which the User modifies within CoSpaces Edu (“User Generated Content”). For example, when a User uploads content, Delightex needs the rights to store it and serve it back to the Users.

Therefore, Users grant Delightex the non-exclusive right to use, publish, transmit, display, copy, process, adapt, modify, and distribute the User Generated Content to the extent necessary to use the User Generated Content within the context of the CoSpaces Edu Service. The grant of rights is not limited in terms of time and includes the right of Delightex to use the User Generated Content and make it available to other Users, including Users, which are not participating in the same Class.

The User warrants to have the right to use the User Generated Content with CoSpaces Edu. The User will indemnify Delightex upon first request, if any third party is making claims against Delightex due to using User Generated Content without having the rights thereto. The User will further either delete the User Generated Content or acquire the rights required to use the User Generated Content without infringing any third party rights. The User shall inform Delightex immediately when the User becomes aware of any third party claims.

12. CoSpaces Edu’s Intellectual Property

CoSpaces Edu is protected by copyright, trademark, and other intellectual property laws. Delightex grants the User a limited, non-exclusive, non-transferable non-sublicensable license to view, copy, and display CoSpaces Edu solely in connection with the User’s permitted use of CoSpaces Edu over the internet as

Software-as-a-Service. The grant of right is limited timewise to the period the User uses the Service. Any rights not expressly granted here are reserved.

Unauthorized use of CoSpaces Edu's logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

13. Prohibited Activities and Etiquette

All Users agree that they will refrain from any activities that are violating applicable laws, infringing third party rights or violating any principles of youth protection when using CoSpaces Edu. In particular it is prohibited to:

- upload, distribute, offer or promote content which violates youth protection legislation, privacy laws or other statutory provisions, pornographic material and/or fraudulent content,
- use CoSpaces Edu to distribute unsolicited or unauthorized unsolicited communications, promotions, advertisements or spam,
- make available, distribute or use content that is protected by law or third party rights without having the authority thereto or
- make available or publish content which might insult or defame any third party.

Regardless, whether or not the activity is prohibited, the User further agrees to commit to the following rules of etiquette when using CoSpaces Edu:

- Don't use CoSpaces Edu in any manner that would be inappropriate for the classroom or violates applicable school or school district policies.
- Don't use CoSpaces Edu to lie or mislead other users.
- Don't use CoSpaces Edu to do anything threatening, abusive, harassing, defamatory, tortious, obscene, profane, or invasive of another person's privacy.
- Don't do anything that interferes with the proper functioning of any software, hardware, or equipment that belongs to CoSpaces Edu or anyone else.
- Don't impersonate CoSpaces Edu or Users on CoSpaces Edu or elsewhere.
- Don't interfere with anyone's use or enjoyment of CoSpaces Edu.
- Don't use personal information about other users, including students, without consent or as forbidden by applicable law or regulation.

14. Account Usage

The use of CoSpaces Edu requires a CoSpaces Edu account and password (“Credentials”). The User shall keep the Credentials confidential and shall take appropriate measures to prevent third persons to become aware of the Credentials. It is not permitted for any reason whatsoever to provide the Credentials to any other person or using any other person’s Credentials.

CoSpaces Edu allows a maximum of 1 computer device and a maximum of 2 mobile devices to be logged into the same account simultaneously.

Account Suspension and Termination

Delightex reserves the right to suspend or terminate accounts associated with Users who engage in any of the prohibited activities described above or in any manner that otherwise violates the Terms or other policies.

15. Account Transfer

If the User signed up as a Teacher with a school provided email address, and the Teacher’s school later signs up for a CoSpaces Edu school account, Delightex may transfer the Teacher’s account to be under the management and control of the Teacher’s school. To protect student data, in certain limited circumstances (such as when a Teacher leaves a school) Delightex may transfer a Class to a different Teacher if Delightex receives a properly authorized request from the relevant school.

16. Abandoned Accounts

Delightex reserves the right to terminate accounts that have not been accessed by the Teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Delightex will notify the Teacher or school associated with the account by email.

17. Security

Delightex uses industry best practices to collect, store, and transmit data securely. This includes data centers with stringent physical access control measures, use of HTTPS/SSL to securely transmit data, and routine audits of Delightex’ security

protocols. In the event of a security breach, Delightex will notify affected Users as required by law so that the User can take steps to keep their data safe.

18. Changes to the Terms

Delightex may modify the Terms from time to time. Delightex will notify the User of any changes to the Terms by email at least two weeks before such change becomes binding. If the User continues to use CoSpaces Edu after the User received such a notice, the User agrees to be bound by any changes to the Terms.

19. Warranties and Disclaimers

Insofar as the following provisions do not state otherwise, Delightex operates the Services in accordance with legal warranty rights.

Delightex operates the Services as specified in these Terms or the specifications on the Website. Delightex' liability without fault pursuant to § 536a German Civil Code (BGB) shall be excluded. The Services do not include the storage and backup of any data, i.e. User Generated Content. It is in the sole responsibility of the User to regularly backup the data uploaded to and created with CoSpaces Edu.

The availability of the Services averages at 99 percent per year within the sphere of influence of Delightex. The Services are available if the User is able to use its major features. If the service is suspended due to necessary maintenance works or force majeure such times shall not be considered for the calculation of the availability.

The availability of the Services shall be calculated according to the following formula:

$$\text{Availability} = 100 - \frac{\text{Unscheduled Downtime} \times 100}{\text{Agreed service time in hours}}$$

20. Limitation of Liability

Any liability of Delightex shall be excluded. The limitation of liability shall not apply in the event of a breach of material contractual obligations. Material contractual obligations shall be any obligation the fulfilment of which is essential to proper performance of the contract in the first place and compliance with which the User may regularly rely on and the breach of which on the other hand endangers the achievement of the contractual purpose. In the event of a slightly negligent breach

of a material contractual obligation, Delightex' liability shall be limited to the foreseeable damage typically for the kind of contract.

The limitation of liability shall further not apply, if the damage was caused intentionally or by gross negligence or for damages resulting from mortal injury, physical harm or health damage.

Delightex shall also be liable for damages based on the absence of a warranted characteristic or for which liability is provided under the German Product Liability Act.

21. Governing Law / Jurisdiction

The Services are controlled by Delightex from its offices located in Munich, Germany. They can be accessed by most countries around the world. As each country has laws that may differ from those of Germany, by accessing the Services, the User agrees that the statutes and laws of the Federal Republic of Germany, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Services and the purchase of any products or services through the Services.

Furthermore, Users, which are not consumers and for consumers, whose place of general jurisdiction is not within Federal Republic of Germany, shall bring in any action to enforce these Terms in the courts located in Munich-City, Germany.

22. Informal Dispute Resolution

Delightex wants to address the User's concerns without needing a formal legal case. Before filing a claim against CoSpaces Edu, the User agrees to try to resolve the Dispute informally by contacting info@delightex.com. Delightex will try to resolve the Dispute informally by contacting the User through email.

The European Commission operates a dispute settlement procedure for online dispute resolution with consumers pursuant to Art. 14 Para 1 Regulation (EU) 524/2013 under <http://ec.europa.eu/consumers/odr>.

Delightex is not legally required to participate in dispute settlement before a consumer arbitration board. Delightex endeavors to find a mutually acceptable solution in the event of a conflict with a User. Since arbitration bodies charge fees, Delightex does also not voluntarily take part in a dispute settlement procedure

before a consumer arbitration board in the well understood financial interests of the User.

23. Feedback and Customer Service

Delightex welcomes feedback and suggestions about CoSpaces Edu. Please email us at support@cospaces.io at any time.

24. Entire Agreement

These Terms (and any other policies referred to in this document) make up the entire agreement between the User and Delightex and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in full force and effect. If Delightex fails to enforce any part of these Terms, such failure does not constitute a waiver.

Contact Information

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