

**www.smartclassroom.bg**

## **Terms and Conditions**

These Terms and Conditions constitute an agreement between you and www.smartclassroom.bg (“the Platform”) and its direct and indirect affiliates. Access or use of the Platform and/or service for which you seek registration constitutes acceptance of this Agreement.

The Platform may change any of the terms in this Agreement at any time without obligation to notice you to provide end users notice. Changes will become effective upon posting. Use of the Platform accessed through your account constitutes your acceptance of the terms of the modified Agreement.

### **Definitions**

Without limiting any other definition in these Terms and Conditions, the following words and expressions shall have the following meanings:

**"End User"** or **"you"** means any person that is accessing or using our Platform.

**"Platform"** means the Platform [www.smartclassroom.bg](http://www.smartclassroom.bg) including the subdomains [www.ar.smartclassroom.bg](http://www.ar.smartclassroom.bg) and [www.portfolio.smartclassroom.bg](http://www.portfolio.smartclassroom.bg) and the mobile app for android devices Smart Classroom AR, available for free on Google Play.

**“Webmaster” – means Nexpur**, UIC under Bulstat 20140911142611, with its registered office at 11, Lozenska planina, Sofia, 1421

**“AR Webmaster” - means Infinno**, UIC under Bulstat 175326655, with its registered office at 48, Sredna gora, Sofia, 1303

**"Platform Administrator"** means Education 5.0, UIC under Bulstat 205018214, with its registered office at 20A Yanko Sakazov, Sofia, 1504, Republic of Bulgaria, Email: [smartadmin@edu5.0.bg](mailto:smartadmin@edu5.0.bg).

**"AR exercise"** – an exercise for educational purposes which uses augmented reality

**"AR tool"** – tool for developing AR exercises.

**"Content"** – lessons and courses – public and private, authored or based on a textbook, together with supplementary educational assets – texts, videos, music, etc.

**"Course"** – a series of lessons on a particular topic.

**"Lesson"** – a division of a course.

**"Licensor"** – the owner of the Intellectual Property Rights.

**"Private Course"** – a course that is accessible and can be used only by its author(s) and students added to it.

**"Portfolio"** – collection of documents and other assets or data providing evidence of experience and achievements compiled by a teacher or a student on the Platform.

**"Public course"** – a course that is accessible and can be used by all registered users on the Platform

### **The role of the Administrator:**

- Appoints one or more of its staff members to be exclusively engaged in the administration of the Platform.
- Responsible for the content management of the Platform.
- Approves the registration of new users within 3 working days.

- Approves new AR exercises within 3 working days.
- Supports the users how to use the Platform by providing them with guidance and consultations via email, phone or any other means of communication.
- Approve the Public Courses within 5 working days together with the respective subject expert.
- Review the content uploaded on the Platform, including the Private Courses, to ensure that no part of the content is Prohibited End User Content as referred to in 6.4.
- In case of established Prohibited End User Content, the Administrator may suspend the account of the End User and remove such data, either temporarily or permanently, at any time, without notice and without any liability towards the End User.
- Liaises with the Webmaster and the AR Webmaster in case of technical problems.

### **The role of the Webmaster:**

- Perform Maintenance and Support related to technical performance of the platform.
- Resolve timely technical issues raised by stakeholders of the platform.
- Perform regular checks for bugs and fix them in near terms.
- Coordinate software development and design of the platform with Administrator, AR Webmaster, Samsung Electronics and other stakeholders when needed.
- Provide time estimates for issue resolution.

- Respond to questions regarding the technical state of the platform.

### **The role of the AR Webmaster:**

- Appoints one or more of its staff members to be exclusively engaged in the support and development of the subdomain ar.smartclassroom.bg and the mobile app for android devices Smart Classroom AR
- Responsible for the content management in ar.smartclassroom.bg – preparing 3d assets, images for logos and 3d assets preview.
- Checks the users’ feedback on bugs in google play console
- Fixing bugs in ar.smartclassroom.bg and the mobile app for android devices
- Review the exercises prepared by teachers in ar.smartclassroom.bg if any technical issues.
- Liaises with the Webmaster and the Platform Administrator in case of technical problems.

## **1. The Platform**

The Platform is property of **Samsung Electronics Romania SRL, Bulgaria Branch** that offers free web services for educational purposes, available through the Internet and requires an end user registration. This document will refer to the digital assets, including software, products, applications or other services offered in connection with the Platform web properties, collectively referred to as **“the Platform”**.

## **2. Ownership of the Information, Platform Assets and Software**

You expressly acknowledge and agree that: (a) the Platform contains information, text, software, photos, video, graphics, music, sounds and other material (called “**Materials**”) that are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights (called “**Intellectual Property Rights**”); (b) all rights, title and interest in and to these assets and Intellectual Property Rights belong solely and exclusively to the Platform or its licensors; and (c) these Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later; (d) the content you upload to the Platform is originally created by you; (e) content uploaded by you which is subject of third party Intellectual Property rights should be quoted as following author, source, etc.; (f) if the holder of such Intellectual Property Rights requires explicit authorization for use of its materials, you are obliged to make efforts to obtain the authorization from the holder prior to such use; (g) a lesson and a course consisting of lessons based on a textbook is not subject to intellectual property rights; (h) an authored lesson and a course of such lessons belongs to the teacher who has developed it; (i) if the author has made a course public, other users of the Platform may use the course as well.

### **3. Use of Platform Information and Assets**

The Platform registered users may use, display, and, when such functions are available on the Platform, reformat, download, and print Materials obtained through the Platform solely for their own personal, non-commercial, educational purposes. Login Credentials (e-mail address and password) may not be shared with others or otherwise disclosed to unauthorized third parties for any purpose whatsoever.

### **4. Accessibility to the Platform and the Assets**

The Platform may at any time, with or without notice to you, restrict the use and access to the Platform as well as limit the duration and amount of use made of the Platform. Other than periodic restrictions for the purposes of routine maintenance, such restrictions are typically only made in extraordinary circumstances, which are beyond the control of the Platform. The Platform may change or discontinue any portion, feature, or content of the Platform at any time with or without notice to you; however, the Platform will make reasonable efforts to provide end users notice of significant changes to the Platform. Information and updates about the changes to the Platform and its availability are posted regularly at the News section.

## **5. Third Party Sites Content**

The Platform assumes no responsibility for any Materials posted by third parties on the Platform or accessed on the Platform through hypertext or other computer hyperlinks to sites hosted by third parties that are outside of the Platform's control ("Third Party Sites"). The Platform does not endorse products, services or information provided by such third parties and shall not be responsible or liable, directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any Third Party Site or otherwise posted by third parties on the Platform. Likewise, the inclusion of links to Third Party Sites on the Platform does not imply that the owners of such Third-Party Sites have given permission for inclusion of these links, or otherwise sponsored or endorsed the Platform. The Platform is not responsible for the accessibility of Third-Party Sites accessed through links on the Platform. Should you discover that a link to a Third-Party Site is broken, no longer pointing to the content as indicated on the Platform, or otherwise pointing to inappropriate content, please contact the Administrator of the Platform.

## **6. End User Roles**

**6.1.** The Platform provides functionalities for users to upload or post comments, ideas, articles, information, data, text, music, sound, photographs, graphics, video, messages, and other materials or submissions ("End User Content"). You should only post End User Content that is your own original work or for which you have otherwise obtained the necessary right or permission to publicly broadcast. The views and opinions expressed in any End User Content do not necessarily reflect those of the Platform or its licensed content providers or licensors. The end user who posted the End User Content is solely responsible for such End User Content. You acknowledge that the Platform may pre-screen End User Content but the responsibility for the content origin is solely of the end user. If third party content owners claims occur, the solely responsibility remains to the End User. The Platform and its administrators reserve the right (but not the obligation) at their sole discretion to monitor, refuse to post, or remove any End User Content for any reason. The Platform reserves the right to terminate your access to the Platform to prevent further posting of prohibited End User Content. Please notify the Platform if you discover any Prohibited End User Content (as described below in Section 6.4) at Contact Section.

**6.2. Teachers:** Teacher end user may upload, keep private or share End User content to selected users (teachers, students, classes and schools);

**6.3. Students:** Student end user may upload End User content only if it is requested by a Teacher End User. (E.g. homework, class tasks, test, etc.)

**6.4. Parents:** Parents are granted access by the Teacher End User only to view the Student End User accounts of their own children.

**6.5.** The Platform does not guarantee the accuracy, integrity or quality of End User Content and disclaims all liability for any errors, omissions, violation of third-party

rights or illegal conduct arising from End User Content posted, emailed or otherwise transmitted via the Platform.

**6.6. Prohibited End User Content.** You agree not to upload, post, email or otherwise transmit any End User Content that:

**6.6.1** Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

**6.6.2** You do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

**6.6.3** Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

**6.6.4** contains software viruses or other contaminating or destructive devices, features or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or provides information relating to or otherwise facilitating the use of malware or other destructive materials or mechanisms;

**6.6.5** contains advertising or promotional material of any kind;

**6.6.6** contains a third party's Personal Information (as defined in Section 8.2) except in connection with the posting and/or transmittal of grades or other information by an instructor or educational institution in a manner which may be accessed only by the relevant end user and/or which is consistent with Section 8.4;



**6.6.7** Undermines the pedagogical purpose of the Material on the Platform and the course with which it is used, including but not limited to answers to questions used in the Platform).

**6.7 The Platform's Use of End User Content.** By posting End User Content, you grant the Platform a perpetual license to host, transmit, use and distribute such End User Content for the educational purposes for which it is posted. you acknowledge and agree that the Platform reserves the right to preserve End User Content: (a) for the longer of either the end of the relevant semester or other registration period for the relevant course or other Platform or for as long as the end user maintains an account with the Platform, and for a reasonable time thereafter in either event; and (b) indefinitely in the event of a potential violation of these terms or dispute pertaining to End User Content, the Platform and/or the end user's account. you acknowledge and agree that the Platform further reserves the right to disclose End User Content in association with your Personal Information if required to do so by law or based on the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service hereunder; (c) respond to claims that any End User Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of the Platform, its users and the public. In the case of End User Content embodied in your performance of educational assignments and assessments, the Platform further reserves the right to host, transmit, use and distribute such content *without reference to your Personal Information* indefinitely for the limited educational purposes of product development and research.

**7. Restrictions on Use of the Platform.** You agree not to use the Platform to:

**7.1.** upload, post, email or otherwise transmit any prohibited End User Content described in Section 6 or otherwise violate this Agreement.

**7.2.** impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; including using another person’s Login Credentials;

**7.3.** upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other form of solicitation;

**7.4.** use or attempt to use any “deep-link”, “scraper”, “robot”, “bot”, “spider”, “data mining”, “computer code” or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Platform, any data or content found on or accessed through the Platform or any other Platform assets without the prior express written consent of the Platform;

**7.5.** obtain or attempt to obtain through any means any Materials, End User Content, or any other data, content, software or code available on or through the Platform (“Platform Content”) that have not been intentionally made publicly available either by their public display on the Platform or through their accessibility by a visible link on the Platform;

**7.6.** violate any measure employed to limit or prevent access to the Platform or Platform Content;

**7.7.** violate the security of the Platform or attempt to gain unauthorized access to the Platform, Platform Content, or computer systems or networks connected to any service of the Platform through hacking, password mining or any other means;

**7.8.** interfere or attempt to interfere with the proper work of the Platform or any activities conducted on or through the Platform, including accessing any Platform

Content prior to the time that it is intended to be available to the public on the Platform;

**7.9.** Take or attempt any action that, in the sole discretion of the Platform, imposes or may impose an unreasonable or disproportionately large load or burden on the Platform or the infrastructure of the Platform;

**7.10.** disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges or to normally post messages, articles, or submissions;

**7.11.** Interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;

**7.12.** violate any applicable local, state, national or international law or the academic rules or other policies of your educational institution or other sponsoring organization;

**7.13.** engage in any conduct which otherwise diminishes the pedagogical or commercial value of the Materials.

## **8. The Platform Privacy Policy for Disclosure of Demographic and Personal Information**

**8.1. Personal Information.** For the purposes of this Agreement, "Personal Information" means information collected by the Platform on this Platform or otherwise provided by you which contains identifiable information such as your name, email, school name, school city, username, password or other personal information needed for educational purposes.

**8.2. Consent.** Consent can only be expressed either electronically by accepting terms describing the intended uses and disclosures of Personal Information, or by providing a printed copy to the teacher, which is signed by the parents (and the students aged 14 and above). The printed copy is submitted to The Platform by the Teacher. Users are granted access to The Platform after consents are registered and reviewed.

**8.3. Collection, Use and Disclosure of Personal Information.**

The Platform will not disclose Personal Information associated with your use of the Platform to any third parties not affiliated with the Platform except as set forth in this Agreement. By accepting this Agreement, you acknowledge and agree that the Platform may collect, use and disclose your Personal Information *as permitted and/or required by local privacy regulations applicable to you.*

(a) Personal Information may be disclosed to and collected, used and/or stored by the Platform, and may be transferred to authorized vendors (vendors that provide services on our behalf subject to the restrictions of this Privacy Policy) for the purposes of hosting, maintaining and supporting the Platform, providing technical and customer support. the Platform takes reasonable contractual, technical and procedural measures to protect Personal Information and comply with applicable local laws and regulations while it is being processed, handled and/or stored by the Platform and its vendors.

(b) When you post or otherwise communicate any of your Personal Information within forums, communities, application rosters, directories and/or other communication tools within the Platform that facilitate engagement among end users, your consent to disclosure is implied and the Platform shall not be responsible for any further disclosures which may result from such posting.

(c) Personal Information, including grades and other educational records, may be collected, used, hosted, and stored by and/or disclosed to instructors, administrators or

other members of the educational institutions connected a particular course on the Platform through rosters, grade books and other application functions. Instructors and course administrators have the ability to export grade book information from the Platform for the purpose of maintaining educational records, and in some instances, may also be able to import data already maintained by your educational institution into a Platform application.

(d) Personal Information may be collected, used, hosted, stored and disclosed by the Platform at the request of the educational institutions, school districts or system in which you are enrolled or by applicable governmental educational authorities, for educational or administrative purposes, such as evaluating student or instructor participation in the Platform activities or for evaluation of the Platform's educational efficacy;

(e) In the event that the Platform, your educational institution or law enforcement authorities have reasonable basis to suspect that you are engaging in, or attempting to engage in illegal conduct, misappropriation of password access, violations of this Agreement or other applicable Terms of Use, academic misconduct or other conduct prohibited by your academic institution or workplace, Personal Information may be disclosed to an your educational institution, its faculty and administration and/or law enforcement or other regulatory officials in order to facilitate the investigation of the suspected misconduct. In the case The Platform will be obliged to provide information to the stated third parties and your consent is not required.

**8.4. Access, Correction and Contacting Us.** If you wish to access or correct Personal Information provided in connection with this Platform, you may either view or make changes through the profile management function provided on the Platform or you may email or write to the administrators at the addresses provided in Contact sections of the Platform. your right to access or correct Personal Information is subject

to applicable legal restrictions. We may take reasonable steps to verify your identity before granting access or making corrections. If you wish to make inquiries or complaints or have other concerns about our Personal Information practices (including regarding the transfer of Personal Information to other jurisdictions), you may email or write to us as described above.

**8.5. Nature of Data on the Internet.** Due to the complexity and open nature of the Internet, there is always a risk that information collected and/or displayed on the Platform may be compromised or accessed notwithstanding the implementation of stringent data security measures by the Platform. To mitigate such risks, you should (a) use secure usernames and passwords and carefully protect them from disclosure; (b) restrict your access of the Platform to secure networks; and (c) implement updated internet security and virus protection software on your computer system. Should you suspect that your computer's security has been compromised or that your username or password may have been accessed by a third party, please contact our administrators. Also, change your password immediately through the profile management function provided on the Platform.

**8.6. Privacy Policy Changes.** This Privacy Policy may be revised from time to time. We will not use or disclose Personal Information for purposes materially different than those described in this policy, unless you provide an expressed consent for these purposes. The Platform may change the Terms and Conditions and The Privacy Policy at any times. Any changes to the Privacy Policy will be notified to you by active means – pop-ups in The Platform and e-mails. Your continued provision of Personal Information or use of the Platform following the changes to this Privacy Policy constitutes your acceptance of any such changes. We encourage you to check News section and the links to the License Agreement and Privacy Policy at the bottom of the Platform periodically.

## **9. Your Other Responsibilities Concerning Registration for the Platform**

**9.1.** By registering on the Platform under this Agreement, you certify to the Platform that: (a) the information you have provided to the Platform in order to register as an end user is complete, accurate and current; (b) you will notify the Platform within 15 days of any change in your registration information; (c) that you have read and consented to the privacy notice and the receipt of any notice or process at the email and/or mailing addresses provided by you; and (d) that you will not share your username and password.

Registration of students aged 13 or less is processed only after providing a consent signed by their parents. Registration of students aged 14 or more is processed only after providing a consent signed by them and their parents. Teachers are obliged to submit the consents to the Platform Administrator and will be held responsible in case of submission of non-authentic consent.

**9.2.** If any of these certifications is or becomes untrue, or if you do not comply in full with these requirements, the Platform has the right to suspend and/or terminate your access to the Platform.

**9.3.** you are also responsible for obtaining and using all computer hardware and software required for your access to and use of the Platform and for any charges incurred for your own access to the Platform through an Internet access provider or other third-party Platform.

**9.4.** you are responsible for all uses of the Platform through your username and password, whether the use is made by you personally or by someone else. you are responsible for protecting and securing your username and password from unauthorized use and disclosure. In the event that you become aware of or believe there has been any breach of the Platform, such as the theft or unauthorized use of

your username and password, you will notify the Platform immediately by contacting our administrators.

## **10. Termination of Access**

**10.1.** Your access commences the day you receive a confirmation e-mail from our administrators. Your obligations under this Agreement will exist until the access is terminated by you or the Platform.

**10.2.** You may terminate this Agreement and your rights to use the Platform at any time and without cause by notifying the Platform of your decision to terminate through an e-mail to our administrators.

**10.3.** The Platform may, in its sole and absolute discretion, and with or without notice, suspend your access to all or any part of the Platform, or terminate this Agreement and thus your rights to use the Platform, for any conduct or use (whether by you or anyone else having access under your username or password) that the Platform believes is a violation of this Agreement or for any other conduct or use that the Platform believes is harmful to other end users, the Platform's content providers, or to the Platform or the interests of the Platform.

## **11. Miscellaneous**

**11.1.** This Agreement is personal to you, and you may not assign, transfer or delegate your rights or obligations under this Agreement to anyone. the Platform may assign or delegate its rights or obligations under this Agreement.

**11.2.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable according to its terms.



**11.3.** you acknowledge that the Platform will be irreparably harmed by any breach of this Agreement by you or by your unauthorized use of the Platform or Platform Content and, further, that monetary damages may not be a sufficient remedy for such harm. you agree that the Platform shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by you or by your unauthorized use of the Platform or Platform Content.

**11.4.** This Agreement is the entire agreement between the Platform and you with respect to the Platform. Headings in this Agreement are for your convenience only and do not have any legal meaning or effect. If the Platform waives or fails to enforce any term or condition of this Agreement on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce will not mean that it must waive or cannot enforce such term or condition on any other occasion, or any other term or condition of this Agreement. The meaning of this Agreement cannot be changed by your or the Platform's conduct. In addition to being a part of the registration form, this Agreement resides on the Platform under the "Terms and Conditions" link so that you may reference it at any time.

**11.5** It is the express wish of the parties that this Agreement and all related documents be drawn up in English/Bulgarian.

© 2018 **Samsung Electronics Romania SRL, Bulgaria Branch.** All rights reserved.