

TERMS AND CONDITIONS

(V11 – 21 January 2021)

ATTENTION: this page relates to the use of WeSchool in private or corporate form. Please download [here](#) the "Terms and Conditions and Privacy Policy" for Schools and contact us at iscrizioni@weschool.com to execute the agreement.

Article 1 - Introduction

- 1.1 WeSchool S.r.l., with registered office at Via Guido Reni 42, 20133, Milan; tax code and VAT no. 07236760968, and Milan Companies Register no. M-1946066 ("**WeSchool**"), has created and is the exclusive owner of a platform ("**Platform**") that can be accessed on the website app.weschool.com and through an app and that provides services for digital teaching, allowing various forms of interaction between teachers and students. The services consist of the possibility for teachers to create private groups within which to share teaching and training materials with students, build and deliver interactive and engaging learning programmes, and set up and manage virtual classrooms for live lessons and via chat.
- 1.2 Those who use the Platform ("**Users**") and who wish to benefit from the digital teaching services further described in Article 3 ("**Services**") are:
 - 1.2.1 teachers ("**Teachers**"), whether teachers of schools of all levels ("**School**"), or teachers selected by companies or other for-profit or non-profit organisations or associations ("**Company**") to provide training courses for employees and staff of the Company based on agreements executed with the Company;
 - 1.2.2 students of the School or employees/staff of the Company that attend Teachers' courses and lessons ("**Learners**");
 - 1.2.3 parents or legal guardians of the Learners ("**Parents**") if Learners are under 18 (eighteen) years of age.
- 1.3 The Platform is a "digital teaching" space where Users can access, use and publish content consisting of texts, images, videos, real-time video lessons or combinations thereof ("**Content**"). The Content may be: i) selected from publicly accessible sources on the web, including third-party websites and/or platforms ("**Third-Party Content**"); or ii) created personally by Users ("**User Content**").
- 1.4 These general terms and conditions govern the relationship between WeSchool and Users and Users' use of the Services that WeSchool offers through the Platform, at the following terms and conditions ("**General Terms and Conditions**").
- 1.5 The contract between WeSchool and Users consists of: (i) these General Terms and Conditions; (ii) the personal data processing policy, as per Articles 13 and 14 of Regulation (EU) 2016/679 of 27 April 2016 ("**GDPR**"), that is accessible on the Platform, in accordance with Article 12.1 below ("**Privacy Policy**"); and (iii) any additional annexes as indicated below ("**Contract**"). In the event of discrepancies between the content of these General Terms and Conditions and the content of the annexes, the latter will prevail.
- 1.6 In addition to these General Terms and Conditions, Users who access the Platform and use the Services for purposes unrelated to any business, commercial, craft or professional activity ("**Consumers**") are protected under Legislative Decree No. 205/2006 ("**Consumer Code**").

Article 2 – Registration and acceptance of the Contract

- 2.1 To access the Platform, Users shall create and maintain a personal account. The following phases are necessary to register on the Platform ("**Registration**"), whereby Users: i) indicate whether they are a Teacher

- or Learner; ii) are invited by their Teacher, if they are Learners, to register by inserting a class code (“**Class Code**”) directly on the Platform or by clicking on a link sent by the Teacher; iii) provide the data and information requested by the Platform (including name and surname); iv) choose a username, consisting of an email address, and a password based on WeSchool instructions regarding secure passwords (“**Credentials**”); v) consult and accept the Privacy Policy and these General Terms and Conditions; vi) subscribe (on an optional basis) to the WeSchool’s newsletters; vii) confirm the data provided and that they wish to register on the Platform; and viii) activate the account, for example by clicking on the confirmation link in the email that WeSchool sends to the email address provided during Registration (“**Account**”).
- 2.2 During Registration, the Contract is executed electronically by checking the appropriate boxes to accept the Privacy Policy (as per Article 12.1 below), the General Terms and Conditions and, on an optional basis, register for the WeSchool’s newsletters.
- 2.3 Users must be at least 18 (eighteen) years of age and have legal capacity to complete Registration. When Learners begin Registration, WeSchool requires that they provide their date of birth; if a Learner is under the age of 18 (eighteen), the Platform automatically generates a separate Registration procedure whereby a Parent must be involved. In these cases, the Parent shall, on behalf of the Learner, provide the information requested by the Platform, finalise the Registration, and execute the Contract as per Articles 2.1 and 2.2 above.
- 2.4 Upon accepting the Contract, User receive the Contract by email and are invited to download and save it, without prejudice to Article 14 below.
- 2.5 Without prejudice to the Privacy Policy, in creating and managing an Account, WeSchool suggests using images that do not portray the face of Learners under the age of 18 (eighteen). In any case, to the extent necessary, Users shall authorise the use of their image on the Platform, with no limits, in order to use the Services.

Article 3 – Platform features

- 3.1 The WeSchool Platforms has the following features:
- 3.1.1 the Platform is accessible from any device with an internet connection, including from a computer, tablet or smartphone;
 - 3.1.2 WeSchool is qualified as a *“cloud service provider for public administrations”* with regard to the Platform, as per AGID circulars nos. 2 and 3 of 9 April 2018;
 - 3.1.3 unless in cases in which Users specifically consent on an optional basis, WeSchool does not use User Content for commercial and/or promotional purposes;
 - 3.1.4 except in cases in which Users specifically consent on an optional basis, WeSchool does not use, for commercial and/or promotional purposes, Users’ personal data, as per Article 4 of the GDPR, that is collected through the Platform for the purposes strictly necessary to use the Services.
- 3.2 To use the Services, all Users must have, at their own expense, a device connected to the internet as per Article 3.1.1.

Article 4 – Platform licencing

- 4.1 For the time set forth in Article 10 below, WeSchool grants Users a personal, non-exclusive and non-transferable licence to the Platform (“**Licence**”) in order to use the following Services:
- 4.1.1 creation and management, by Teachers, of private class groups (“**Groups**”) to which to invite Learners and colleagues through the use of Class Codes that shall remain confidential and can be

- disabled by the Teacher, in order to guarantee access to the Group only to valid Users while safeguarding the security and confidentiality of the Group;
- 4.1.2 use of the Platform functions indicated in the Help Center (<https://support.weschool.com/hc/en-us>), updated as necessary and accessible on the Platform;
 - 4.1.3 creation and publication of User Content within Groups;
 - 4.1.4 publication, within Groups, of Third-Party Content selected by Users;
 - 4.1.5 offering, to Teachers, of tools to assess Learners' learning, including *tests* and *instants* ("**Evaluation Tools**"), it being understood that the selection and management of methods, procedures and tools to conduct ongoing assessments in view of final evaluations fall within Teachers' remit and liability, and Teachers connected to Schools shall make reference to the criteria approved by their School's faculty board;
 - 4.1.6 additional services or upgrades that WeSchool, at its sole discretion, decides to implement on the Platform and include in the Licence during the term of the Contract.
- 4.2 Users access the Platform and use the Services in complete autonomy and under their exclusive responsibility and are personally liable for their conduct on the Platform – regardless of any coordination by or instructions received from the School, the Company or, in the event of Learners, from Teachers – involving the creation/participation in Groups, the selection and creation of Content, and the use of Evaluation Tools.

Article 5 – User commitments

- 5.1 Users undertake to:
- 5.1.1 use the Platform in compliance with applicable laws (including, by way of example only, intellectual property laws, Presidential Decree No. 63/2013, employment laws, the GDPR and Legislative Decree No. 196/2003); applicable orders and circulars of the government and the Ministry of Education regarding distance learning; any code of conduct adopted by the School or by the Company; the Contract and instructions provided by WeSchool and that are available on the Platform;
 - 5.1.2 provide true and correct data and information during Registration and keep it updated at all times;
 - 5.1.3 choose and use only secure Credentials as per WeSchool's instructions, to not share the Credentials to third parties who are not authorised to access the Platform, and to not leave unattended any devices that are connected to Platform;
 - 5.1.4 create a single Account on the Platform and use it personally (without sharing it with third parties, including other Users);
 - 5.1.5 not use, for any reason, other Users' Accounts;
 - 5.1.6 not disclose Class Codes or make them public or otherwise accessible by unauthorised third parties;
 - 5.1.7 register and use the Services – applicable to Users associated with a Company – only following the execution of a specific and separate agreement between WeSchool and the Company;
 - 5.1.8 immediately inform WeSchool of any misuse, loss or theft of the Credentials and any unauthorised use of the Account or any other security breaches involving their devices (e.g. loss of the device without adequate measures to prevent use of the Account);
 - 5.1.9 not use the Platform to create, select, publish and circulate unlawful or fraudulent Content (e.g. of a violent, pornographic, obscene or discriminatory nature), or Content that infringes the rights

- (including image or intellectual property rights) and interests of third parties (including other Users) or that is unsuitable for the training and education of Learners (“**Unlawful Content**”);
- 5.1.10 immediately cancel any Unlawful Content that is published or circulated on the Platform;
 - 5.1.11 immediately notify WeSchool, if they see Unlawful Content on the Platform that was created, selected or published by third parties (including other Users), by following the reporting procedure available on the Platform (“**Notice and Take-Down Procedure**”);
 - 5.1.12 not use the Platform in an unlawful, fraudulent or offensive manner or that damages the reputation and image of WeSchool and other Users or third parties;
 - 5.1.13 not engage in any type of conduct that could compromise, in any way, the Platform and User access to it.
- 5.2 If a User fails to abide by even one of the undertakings under in Article 5.1 above, WeSchool is entitled to immediately suspend, for the time necessary to perform investigations or have them performed by the competent authorities, the access to the Account and use of the Services by the User involved (or the owner of the Account where the breach was found), after notifying the same User via email. The Account can be suspended for a maximum of 30 (thirty) days, without prejudice to any extensions necessary for the competent authorities to perform their investigations. The User acknowledges and, to the extent necessary, accepts that WeSchool is required to share, with the authorities responsible for carrying out any investigations, data or information (including user agents and IP addresses) concerning the User’s access to the Platform, use of the Services and uploading of Content (including Unlawful Content).
- 5.3 If a User breaches even one of the undertakings under Article 5.1 above, the User (and/or the Parent, in the event of a Learner under 18 y.o.) undertakes to indemnify and hold WeSchool harmless, for the maximum term provided for by applicable law, from any detrimental consequences (including damage and damages claims) that arise directly or indirectly from third-party claims (including those of Users or the authorities) by reason of, or in any case connected with, the breach.

Article 6 – Platform Content

- 6.1 Platform Content, where not in the public domain, could be subject to the rights protected by copyright law, industrial and intellectual property law and other similar rights, in application of any applicable law. The moral right to be recognised as the creator of the Content belongs to the User or to the third party who created the Content in accordance with the law, without prejudice to the following licences and authorisations concerning the rights to commercially exploit the Content on the Platform as necessary for the purposes of the Services, namely the possibility for Users to publish and access the Content in the Groups of which they are part:
- 6.1.1 the User authorises WeSchool, with no limits and free of charge, to modify, for technical reasons, publish and circulate, to Groups of which the User is part within the Platform, Content created by Users and Third-Party Content selected by Users;
 - 6.1.2 the terms and conditions for modifying, using, publishing and circulating Third-Party Content on the Platform are established by the third-party provider, and Users shall verify, under their sole responsibility, whether Users and WeSchool can modify, use, publish or circulate the Third-Party Content on the Platform.
- 6.2 Users may, for personal and non-commercial use, download and/or duplicate and/or save on their device the Content published and circulated on the Platform. Unless they have the explicit consent of WeSchool and any third party concerned (including other Users), Users may not commercially exploit the Content of

the Platform through, by way of example, selling, licencing, renting or publishing the Content on any other websites.

- 6.3 Content that contains Users' personal data is protected by the GDPR, as envisaged by and within the limits of Article 12 below.

Article 7 – Role of WeSchool

- 7.1 The Services that WeSchool provides are aimed at promoting Learners' access to culture and education. WeSchool endorses the freedom of expression of each User and in no way interferes in Teachers' free right to teach and Learners' right to learn, and it is a tool support for Schools, Companies and Teachers.
- 7.2 WeSchool exercises no authority or control over the School, the Company and the Users who use the Platform and who create, select and/or publish Content under their sole responsibility. Users acknowledge that WeSchool: i) requires Users to use secure Credentials to access the Platform, but Users shall not share their Credentials with third parties; ii) is not responsible for the publication of Unlawful Content (as defined under Article 5.1.9) by Users or unauthorised third parties who have come into possession of Users' Credentials; iii) does not perform preliminary checks on Third-Party Content and User Content as this is objectively impossible in view of the quantity of Content published by Users; and iv) has created a section on the Platform where Users can report Unlawful Content through the Notice and Take-Down Procedure.
- 7.3 If the Content breaches these General Terms and Conditions, the technical specifications of the Platform, or if third parties (including Users) and/or the authorities report Unlawful Content, WeSchool undertakes to promptly remove or disable access to such Content (except where the reports or requests are clearly ungrounded). WeSchool reserves the right, at its sole discretion and after notifying the User via email, to suspend, for the time necessary to perform investigations or have them performed by the competent authorities, access to the Account and use of the Services by the User who owns the Account where the breach was found and/or by the User responsible for the breach. The Account can be suspended for a maximum of 30 (thirty) days, without prejudice to any extensions necessary for the competent authorities to perform their investigations.

Article 8 – Third-Party websites

- 8.1 The Platform contains links, banners and other forms of references to third-party websites, both of an informative nature and that regard digital services ("**Third-Party Websites**") whereby Users can, by way of example: i) access, publish and circulate Content through the use of services for loading, publication and storage (e.g. hosting services) on Third-Party Websites (e.g. through the services of Dropbox, Google, YouTube and Vimeo); ii) view and access messages, including promotional messages, concerning the educational and/or digital sector; and iii) view and access other data and information available on Third-Party Websites.
- 8.2 Users can access, browse and use Third-Party Websites independently and under their own exclusive responsibility, and it is each User's responsibility to check the terms and conditions of access and use of Third-Party Websites.
- 8.3 The presence of links, banners or other forms of reference to Third-Party Websites on the Platform implies no form of guarantee by WeSchool regarding the content and services of the Third-Party Websites or any form of association, support or involvement of WeSchool with the Third-Party Websites. WeSchool in no way promotes or endorses the products or services of the Third-Party Websites, nor does it verify the truthfulness or correctness of the content and actions of the Third-Party Websites.

- 8.4 Except in cases of fraud or gross negligence, WeSchool cannot be held responsible for any detrimental consequences, including damages claims or financial losses, deriving from Users' accessing and browsing Third-Party Websites.

Article 9 – Platform intellectual property rights

- 9.1 Users acknowledge that WeSchool is the owner or the licensee of the intellectual and industrial property rights concerning the Platform (“**IP Rights**”) and that the IP Rights are and remain the exclusive ownership of and/or fully available to WeSchool.
- 9.2 Therefore, Users undertake, at any time during the duration of this Contract, and subsequently, directly or indirectly:
- 9.2.1 to use the IP Rights solely for the purposes envisaged under these General Terms and Conditions and in accordance with their obligations;
 - 9.2.2 use the utmost diligence to avoid that third parties, including other Teachers or Learners, conduct themselves in such a way that could invalidate or limit the validity or the possibility to use the IP Rights;
 - 9.2.3 to not challenge, directly or indirectly, the validity of the IP Rights or the right, title and interest of WeSchool to the IP Rights;
 - 9.2.4 to not copy, modify or reverse engineer the Platform and the related IP Rights;
 - 9.2.5 to not infringe and/or undermine WeSchool's IP Rights in any way.
- 9.3 Users undertake to inform WeSchool immediately in writing of any conduct by third parties (including other Users) that is harmful or even potentially harmful to the IP Rights or their use and of which the Users become aware during the period of validity of these General Terms and Conditions

Article 10 – Duration, withdrawal, termination clause, and effects of termination

- 10.1 The Contract (consisting of these General Terms and Conditions, the Privacy Policy and related annexes) has the following terms from the date of signing:
- 10.1.1 5 (five) academic years (starting from the year of Registration), if the User is a Teacher affiliated with a School;
 - 10.1.2 5 (five) academic years (starting from the year of Registration), or, if shorter, until the end of the specific school cycle, if the User is a Learner associated with a School;
 - 10.1.3 for the time specified in the agreement between WeSchool and the Company for the use of the Services, if the User is a Teacher and/or Learner associated with a Company.
- 10.2 Each party has the right to withdraw from this Contract, through a written notice containing an explicit declaration of the party's intention to withdraw from the Contract, in compliance with the following terms and conditions: i) where the party is a Consumer as per Article 52 of the Consumer Code, within 14 (fourteen) days of signing the Contract, with no amounts being due; ii) in all other cases, granting 30 (thirty) days-notice.
- 10.3 Without prejudice to any additional rights envisaged under the law, WeSchool may immediately terminate the Contract, as per Article 1456 of the Italian Civil Code, through a written notice addressed to the User and containing a declaration of WeSchool's intention to exercise this express termination clause, if the User breaches one of the following articles: 5.1 (*User Commitments*); 9 (*IP rights*) and 11.2 (*Economic terms*).
- 10.4 Immediately following the termination of the Contract for any cause or reason, the User may no longer access the Platform and Services and shall refrain from using WeSchool's IP Rights. The User acknowledges that the termination of the Contract does not entail the revocation of WeSchool's authorisation to use the

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Content (both User Content and Third-Party Content) that the User uploaded and published in the Group as per Article 6.1. By way of example, Users acknowledge that the Content that they upload and publish in the Groups on the Platform will not be deleted following the termination of this Contract between WeSchool and the User if WeSchool ascertains that the Content: i) was created in the context of the performance of educational tasks of a public interest by Schools or of the provision of educational services by Companies (subject to the consent of the related School or Company); ii) is part of Content created jointly with other Users, whereby cancellation would affect the Services for other Users; iii) cannot be deleted without compromising the security and functioning of the Platform (e.g. the Content included on boards or chat services as per WeSchool's Help Center on <https://support.weschool.com/hc/en-us>) and/or the Services for other Users; or iv) cannot be deleted without jeopardising WeSchool's right to its legal protection and defence. Where possible, in compliance with this article and Article 12 below, WeSchool will remove, from the Platform, Content concerning Users who no longer use the Services, without prejudice to WeSchool's right to keep such Content.

- 10.5 WeSchool reserves the right to cancel Accounts that are not used for a continuous period of at least 1 (one) year by first informing via email the User who owns the Account.

Article 11 – Economic terms

- 11.1 Access to and use of the Platform to use the Services in accordance with these General Terms and Conditions is free of charge for all the state and state-recognized private Schools and for teachers and learners associated to Schools.
- 11.2 Access to and use of the Platform for using the Services in accordance with these General Terms and Conditions is free for all non-profit organizations, limited to training projects of cultural, social and humanitarian importance, provided that no logos belonging or linked to for-profit companies are associated to the training activities and access to training is not subject to a consideration by the learner.
- 11.3 In any other case, access to and use of the Platform for using the Services in accordance with these General Terms and Conditions is subject to the economic terms agreed between WeSchool and the entity/organisation/company in a specific agreement that shall be executed by contacting WeSchool at the e-mail superpowers@weschool.com before teachers and learners associated to the entity/organisation/company begin using the Services.

Article 12 – Privacy

- 12.1 In accordance with the Privacy Policy with regard to the processing of personal data strictly connected and functional to the provision of the Services, pursuant to Article 24 of the GDPR, WeSchool highlights the following:
- 12.1.1 where an agreement is in place between WeSchool and the School or the Company of reference concerning the Services: the School or Company of reference is the data controller with regard to the Users' personal data that are collected and used through the Platform, and WeSchool is the data processor, as per Article 28 of the GDPR, on behalf of the School or the Company;
- 12.1.2 where there is no agreement in place between WeSchool and the School or the Company of reference concerning the Services: WeSchool is the data controller with regard to Users' personal data that are collected and used through the Platform.
- 12.2 In cases as per Article 12.1.1 above, the User acknowledges that the School and the Company of reference are the data controllers with regard to the personal data on the Platform, in accordance with Article 24 of the GDPR, as indicated in the privacy policies provided to the Users, under their responsibility.

12.3 If Users exercise their right to have their personal data erased as per and within the limits of Article 17 of the GDPR (“**Erasure Request**”), if WeSchool is required to accept the Erasure Request, based on techniques available at the time, the User Content that contains personal data could be erased by WeSchool or kept on the Platform in irreversible anonymous form, without prejudice to the User’s right to request be considered the author/creator of the same Content at any time and in compliance with legal requirements.

Article 13 – Limitation of liability

13.1 WeSchool guarantees the reasonably correct functioning of the Platform, except in cases in which failures are due to causes not attributable to WeSchool because they arise from circumstances beyond WeSchool’s reasonable control. In any case, the User acknowledges and accepts that, generally, it is in the nature of software products (including the Platform) not to be completely free of errors. Therefore, the User expressly accepts that the possible existence of errors on the Platform does not constitute a breach of WeSchool’s obligations as a result of and/or in connection with the Contract, unless the errors derive from WeSchool’s fraud or gross negligence.

Article 14 – Amendment to the Contract

14.1 In the event of amendments to the Contract, the User acknowledges and agrees that:

14.1.1 if the amendment concerns merely the technical functioning of the Platform (e.g. how data is added, and accessing, publishing or viewing Content), it will become immediately effective between the parties. The User may not raise any objections and acknowledges that WeSchool may update or improve the functions of the Platform and the operational interfaces for the parties who access the Services;

14.1.2 if amendment is required by reforms to applicable laws and regulations, under penalty of invalidity of one or more provisions of the Contract, the amendment will become immediately effective between the parties, and the User may not raise any objections;

14.1.3 in all other cases, any amendment proposed by WeSchool will only become effective after a period of 15 (fifteen) days from WeSchool’s notice via email, without prejudice to the User’s right to withdraw within the same term, via email, and with no charges to and/or penalties being owed by the User.

14.2 The User shall stay abreast of the current version of these General Terms and Conditions, which will be published and can be consulted at any time on the Platform.

Article 15 – Notices

15.1 Any notices or communication between the parties shall be made in writing and sent via registered letter with return receipt/via certified email, if they regard the effectiveness and validity of the Contract, or via standard email if they are of a technical/operational nature, to the following addresses:

15.1.1 WeSchool: WeSchool Srl – Via Guido Reni 42 – Milan – 20133 – standard email: support@weschool.com – certified email: weschool@legalmail.it;

15.1.2 Users: mailing address and email address provided when signing the Contract. Users shall keep these addresses updated and ensure that they are accessible.

15.2 Help and support concerning Users’ access to and the proper functioning of the Platform is available at the terms indicated on the Platform.

Article 16 – General Provisions

- 16.1 (*Validity*) If one or more provisions, or parts thereof, of the Contract are declared to be invalid, unlawful or otherwise inapplicable in whole or in part by law or judicial measures, the remaining provisions, or parts thereof, will in any case continue to be applicable and binding by and between the parties. In any case, the parties undertake to agree, in good faith, to an alternative provision that is as similar as possible to the one that is found to be invalid, unlawful or inapplicable.
- 16.2 (*Tolerance*) Any delays, breaches, or partial exercise of the rights envisaged under the Contract, or the tolerance of a breach by one of the parties, will not prejudice in any way the party that holds such rights or who suffers the breach, unless that party has expressly waived its rights in writing.
- 16.3 (*Assignment*) WeSchool may assign or transfer to third parties, in whole or in part and for any reason, the Contract or any rights or obligations arising from it, provided that the Services and the General Terms and Conditions remain unchanged and that the User is informed within 30 (thirty) days.

Article 17 – Applicable law and venue

- 17.1 Italian law will apply to any matters not addressed under these General Terms and Conditions.
- 17.2 Any disputes involving Users who are Consumers and that regard the Contract and its execution, interpretation and/or termination for any reason will be submitted to the Court of Consumers, without prejudice to the possibility for the Consumer to seek redress before the Court of Milan. Moreover, as per Article 14 of Regulation (EU) No 524/2013, and with no constraints in the cases envisaged by applicable national legislation, Consumers can find all necessary information for online dispute resolution mechanisms (ODR) at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 17.3 Any disputes involving Users who are not Consumers and that regard the Contract, including its execution, interpretation and/or termination for any reason, will be submitted to the exclusive jurisdiction of the Court of Milan. The jurisdiction of any other courts is excluded, except in cases in which the court of the public authority has exclusive jurisdiction.