



Seppo.io - TERMS OF USE

Updated May 13, 2020

Applicability

These terms of use contain the terms and conditions that apply to use of Seppo platform provided by Lentävä Liitutaulu Oy (hereinafter the "Company"). Seppo platform is offered to a User subject to his/her acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules and policies provided by Company, as well as any future modifications thereof, that may be published from time to time by Company. Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of these terms or the Seppo platform.

By registering for, or using the Seppo platform a User concludes an agreement with Company to which these terms of use are applied to. The agreement is in force and valid as specified in these terms, unless otherwise defined in a separate services agreement concluded between the User and Company.

User agrees to use the Seppo platform in compliance with these terms throughout the term of the agreement and as long as s/he uses the Seppo platform. If the User is entering into an agreement on behalf of an entity, such as his/her employer or the company or organization s/he works for, the User represents that s/he has the legal authority to bind that entity. To conclude an agreement with Company, a person, whether being itself a party of the agreement or concluding an agreement on behalf of a legal entity, must have the legal capacity to do so and be at least 18 years of age.

Company may, in its sole discretion, elect to suspend or terminate access to, or use of the service to anyone who violates these terms.

Definitions

Owner/User is the person who owns the License and thereby a right to use Seppo platform. Equivalent to user.

License means a right to use the Seppo platform according to these terms and conditions.

Seppo platform is a digital gamification platform developed by Lentävä Liitutaulu Oy that can be used to create educational and engaging games.

Content Library means a separate software solution to store and share gamified content.

Company refers to Lentävä Liitutaulu Oy, the services provider of Seppo platform, a company incorporated and existing under the laws of Finland with its registered address at: Päivöläntie 52, 00730 Helsinki, FINLAND, website: <https://Seppo.io>, email: info@Seppo.io.



Teacher/ Game creator means a teacher, educator, instructor or another person who creates and/or monitors games using Seppo platform.

Contract means this document representing the user contract. The User of the Seppo platform must comply with these Terms and Conditions in order to have right to use Seppo platform.

Price List means a separate document managed by the Company to define how the revenue of shared and purchased games are to be divided between the Game Creator and the Company.

Game Fee is a price that the creator of a game has attached to his/her shared game. The price that another Seppo User need to pay in order to be able to download the shared game from the Content Library.

Entry level means a restricted version of platform that is available free of charge.

Freemium model means a business model, where the user is allowed to use the Entry level for free and can upgrade to a paid version that has additional features. Company withdraws the right to offer the Freemium model only for certain market segments.

Terms of use

The Owner of the License is allowed to use Seppo platform in its current form to create educational games. The License Owner is not allowed to alter, modify or reproduce the code of the Seppo platform.

If the License covers that functionality, the Owner is allowed to download games from the Content Library and thereafter modify, copy and delete them. The user accepts that the games in the Content Library might be modified by their original Owner. These changes don't impact the games that the user has downloaded for his/her own use.

The License is meant for the personal use only and the credentials (ID and password) must not be given to another person. The Owner is responsible for taking care that his/her credentials are not used by any other person. If Company has evidence or a clear presumption that the License is used by several users, Company has right to monitor Owner's account and games. Furthermore the Company retains a right to withdraw the license from the Owner.

Unless agreed otherwise, annual licenses will be automatically renewed for a subsequent year, upon end date. The owner may cancel the renewal anytime until 30 days after the renewal date. This can be done by contacting info@Seppo.io.



The teacher (or the corresponding game creator) who creates the game beholds the IPR's to his/her own games. Company withholds the right to negotiate about sharing the game related IPR's or about transferring them to Company's ownership.

The Owner must be aware of the risks that are related to the games that are played in an authentic environment. All the potential risks that the players or the instructors of the games can face should be mitigated or avoided. **Company withdraws from any liability of risks, accidents or damage that occurs while the Seppo games are played.**

The content of an individual game (i.e. story, rules, tasks, answers and feedback) is visible only for the User. Company is not responsible for the content that User might want to share in public internet including social media.

The Owner is not allowed to use the platform for **commercial** purposes, i.e. to create games for customers that are paying for the games or related services without prior written consent from Company. The only exceptions are the payable games that are shared through the Content Library (see additional terms below).

The creator of the game is always responsible for ensuring that the copyright of the digital content that is used in the game is respected.

Company reserves the right to introduce additional features and functionalities to the platform without prior notification. Company withholds the right to alter or remove features and functionalities of the platform. Major changes and removals will be notified with messages in the game platform at minimum one month before the change or removal.

In a Freemium model a new License owner has 30 days right to use the full version of Seppo platform and can thereafter choose between a restricted Entry level version or upgrading the account to a paid plan.

Despite of Company's reasonable commercial efforts to ensure a continuous availability, Seppo services are available on an "as is" and "as available" basis. No Service Level Agreement is provided as of now.

If the players of the Games are under 18-years old, User is responsible to secure that they have an appropriate permission to use the service from their legal guardians. The User should instruct the players to play the games, complete the tasks and create content in an appropriate manner.

If the License allows the user may use additional functionalities that enable external persons to participate in a game as either a student creator/instructor or a grading instructor. In this case the associated user credentials may only be used by the designated persons.

These terms of use are applied as long as a User uses the Seppo platform. For a justified reason the Company may also stop, permanently or temporarily, the provision of the Seppo platform or its maintenance by notifying the User. The Company may also terminate the agreement with immediate effect, if the User does not pay the applicable service fees, or if the



User uses the Seppo platform in violation with these terms, the applicable laws or good business practice. The terms and conditions in these terms of use which by their nature and purpose are intended to survive termination, shall survive any termination or expiration of an agreement.

ADDITIONAL TERMS to share the games (The term 'Teacher' below refers to a teacher or a corresponding game creator)

If the Teacher chooses to share a game into the game library, s/he still retains the IPR's of the game.

The Teacher retains the right to update and delete a shared game. S/he doesn't need to inform other users.

The Teacher agrees that the shared games can be freely downloaded, modified and used (as games and/or individual exercises) by the other users of Seppo platform who have access to the Content Library. Other users cannot share the downloaded games, not even when the games are copied.

The Teacher who has shared his/her games in Content Library allows Seppo to charge for the access and use of Content Library as a whole.

The shared games reside in Content Library "as is" – the Teacher has no right to require them to be exported outside of Seppo or Content Library in any way.

If the Teacher removes his/her games from the Content Library, s/he agrees that these same games that other users have downloaded are not deleted and those users have right to continue using the downloaded games.

If the Teacher has set a Game Fee to a shared game, s/he is entitled to have a share of the paid fee (after another user has downloaded and paid for that game) based on the existing Price List. The share of the revenue will be paid monthly to the Teacher once s/he has provided Company with the needed contact information. The minimum sum that will be paid is 25 Euros. The fees will be paid in Euros.

The Teacher is entitled to get a report of the status of his/her games (with fee) on monthly basis, if s/he requires.

The teacher guarantees that a game shared by him/her does not include content that is discriminating, violent, misleading, sexually explicit, hateful or any other way inappropriate.

Company reserves the right to divert any content that is not compliant with these terms.

Company reserves the right to change the metadata of the games (i.e. categorization items) so that they are compliant with the game.



To preserve the content of the Content Library at the appropriate level, company reserves the right to remove games that are clearly shared by mistake (e.g. test games) or are clearly not proper games (e.g. no tasks included).

Other terms

Consumers and children as users

If the User is a consumer, these terms do not restrict or limit those rights that cannot be restricted based on applicable consumer protection laws. If a person under the age of eighteen (18) years concludes an agreement for paid version of Seppo platform and services, by default s/he must have permission from his/her guardian for it. Free services may be used on a case by case basis by such person even without guardian's permission, if the use of the service and concluding an agreement can be considered, taking into consideration the age development stage of the child, ordinary and of less importance.

Privacy and data protection

As a data controller, Company processes personal data pursuant to its privacy policy in force from time to time, available at <https://play.Seppo.io/privacy>.

To the extent that Company is considered a data **processor** (as defined in the EU General Data Protection Regulation), then SEPPO Data Processing Terms (available at: https://play.seppo.io/data_terms) are applied and considered an integral part of an agreement.

Personal data may be transferred outside the EU only, if it is done in accordance with applicable privacy laws and regulations. To the extent that Company transfers personal data to a User located in a territory outside the EU that does not provide adequate protection for personal data (as determined by EU Commission from time to time), the User agrees to abide by and process such personal data in accordance with the Standard Contractual Clauses for Controllers as approved by the European Commission, at the time of signing this Agreement available at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> (as updated from time to time) ("Model Clauses"), which are incorporated by reference in, and form an integral part of, agreement between Company and User. It is agreed that User is a "data importer" and Company the "data exporter" under the Model Clauses.

Intellectual property rights relating to Seppo platform

All intellectual property rights relating to Seppo platform and its original content, functionality, features, modifications, updates as well as look and feel are solely and exclusively owned by Company (or its licensors, as the case may be) and protected by international intellectual property right laws. The User is only granted a limited right to use the Seppo platform in accordance with these terms.

Maintenance



Company performs continuously normal development and maintenance work for the Seppo platform. Due to this, Company is entitled to temporarily restrict or limit the use of or access to the Seppo platform. Company aims to schedule the maintenance updates in a manner that causes as little harm to the User as reasonably possible. Company is not responsible for any damages or harm caused by interruptions in the use of the Seppo platform. Company notifies the User of planned changes or interruptions in the service in a manner as it considers appropriate. All maintenance and support work are by default performed remotely from Company's location on weekdays during normal business hours. Company makes backup copies and deletes data contained in the Seppo platform in accordance with its normal IT and data retention policies.

Disclaimers and limitation of liability

Unless otherwise expressly stated by Company, Company does not warrant that the Seppo platform and any content, data, or features made available in conjunction with or through the Seppo platform will be uninterrupted, timely or error-free, that defects will be corrected, or that the Seppo platform and any content, data, services, or features made available in conjunction with or through Seppo platform or the server that makes it available are free of harmful components. Unless otherwise expressly stated by Company, Company does not warrant or make any representations regarding the use or the results of the use of the Seppo platform in terms of correctness, accuracy, reliability, or otherwise.

In no event shall the aggregate liability of Company arising out of or related to these terms, to an agreement and the use of the Seppo platform exceed 50 % of the total fees paid by User hereunder for the use of the Seppo platform during the 12-month period prior to making first claim for damages or other legal or contractual remedies. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability. Any damages or monetary compensation must be claimed by the User no later than three (3) months after the User became aware of the cause for the claim, with the risk of otherwise losing its right to claim any damages or monetary compensation based on breaches of agreement.

Furthermore, in no event shall Company be liable to User or any third party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, data, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise. These limitations of Company's liability shall be applied to the fullest extent permitted by mandatory provisions of applicable law.

Applicable Law and dispute resolution

These terms and, an agreement between Company and User and use of the Seppo platform shall be governed by the laws of Finland, without regard to its conflict of law rules and principles. Any litigation or dispute arising between the parties under these terms will be settled by amicable settlement. Failing amicable settlement within thirty (30) days from the dispute being referred to settlement, it shall be finally settled by arbitration. The arbitration tribunal shall be composed of one arbitrator appointed by the Arbitration Institute of the Finland Chamber of Commerce and the rules of the institute are to be followed in the arbitration



proceedings that shall be held in Helsinki, Finland. Company shall, however, have the right to bring up any claim and based on a due receivable from the User, in the district court where the User is domiciled or in any other district court in User's jurisdiction.

If the user is considered as a consumer domiciled in the EU, it cannot be deprived of the rights granted to him/her by the mandatory consumer protection laws of his/her country of domicile. A consumer may always institute proceedings in the district court of its domicile. Consumer-users may also use the ODR platform managed by the European Commission to settle their disputes. This platform can be found on <http://ec.europa.eu/odr>. Finnish consumers may always refer a dispute to the Finnish Consumer Disputes Board (see more: kuluttajariita.fi and kuluttajaneuvonta.fi).