

# SchoolUpdate Terms and Conditions of Use

valid as of 01/10/2018

## 1 Preamble

SchoolUpdate is a service of bit media e-solutions GmbH (hereinafter referred to as the “Provider”) and was specifically developed to improve communication between school, teachers and parents (referred to as “Users”). In addition to schools in the narrow sense, the term “school” also includes nursery schools, day care centres and similar institutions. In addition to teachers in the narrow sense, the term “teacher” also includes educators as well as school and nursery school administrators.

With the registration and use of SchoolUpdate, the User expressly accepts these Terms and Conditions.

## 2 Registration

The use of SchoolUpdate requires a one-off registration as a school and the teachers associated with it as well as registration by the respective parents or guardians.

### 2.1 Registration as a school

Each school or educational institution that would like to use SchoolUpdate as a digital communication tool must complete a one-off registration as a school, which is offered via the website <https://www.schoolupdate.com>

SchoolUpdate is provided in the options FREE (free of charge), STANDARD and PREMIUM (fee required). Details on the scope of functions are published on the SchoolUpdate website as well as on the Provider’s website.

After set-up and activation of a school, the login details for the school’s specified contact person (school admin) are passed on. This enables administrative access to the SchoolUpdate system for the school, and classes, groups, teachers and pupils can be updated in the system. Alternatively, these data can be imported automatically from the school administration system SOKRATES using an import function if consent has been granted by the persons concerned.

### 2.2 Registration as a teacher

Registration of teachers and their login details are done by the school admin. Teachers can log in without separate registration with the login details provided by the school admin directly via the website [www.schoolupdate.com](http://www.schoolupdate.com) or alternatively via the mobile app (Google Play Store, Apple App Store) downloaded to a smartphone.

### 2.3 Registration as parents

Parents and guardians can register either via the website [www.schoolupdate.com](http://www.schoolupdate.com) or alternatively via the mobile app (Google Play Store, Apple App Store) downloaded to a smartphone. When the SchoolUpdate app is first accessed, it is necessary to enter a registration code, which is supplied by the respective school/teachers. The subsequent registration requires first name, surname, gender, email address or phone number to be indicated. Parents also select a username and password, with which they can subsequently log into the app.

A registration code is always linked to a child as a pupil, i.e. communication takes place with reference to the respective child. SchoolUpdate moreover allows registration of several children (even at different schools) by the registration page being accessed again.

## **2.4 Additional provisions for registration**

During registration, the User is obliged to provide truthful and complete information. In addition, a maximum of one account may be created per User; multiple registrations are not permitted. The Provider is entitled to decline registrations with respect to the product option SchoolUpdate FREE without giving reasons.

After registration, a welcome message is sent to the User. Following registration, the User has the opportunity to use SchoolUpdate to the extent defined by the school.

A contractual relationship is formed between the Provider and the User with registration, which is based on the provisions of these Terms and Conditions as well as the Privacy Statement.

Registration and use of the services of SchoolUpdate FREE are free of charge. The Provider reserves the right to charge fees for additional services performed by it (SchoolUpdate STANDARD, SchoolUpdate PREMIUM) and to update the fees. The User is under no obligation to use the Provider's services that are subject to a fee.

## **3 Services**

### **3.1 Set-up and activation**

After an order by a school, the Provider shall set up a school-specific instance of SchoolUpdate and activate it for use via the Internet. After activation is complete, the login details of the school's contact person specified in the registration shall be passed on.

### **3.2 Operation & maintenance**

The Provider undertakes to operate the SchoolUpdate system in a domestic, ISO27001-certified computer centre, to maintain it technically, to rectify known errors and in particular to adapt to new operating systems, browser versions and new technologies that come out.

The execution of maintenance services shall be carried out by timely provision of program updates on the licensor's server or in the respective app stores. The time of introduction and the scope of improvement are at the Provider's discretion.

### **3.3 Hotline & support**

With the hotline, the Provider offers all schools support when using the system. The hotline is reachable by telephone at the phone number 0662/9089-9089 at the times mentioned on the website as well as by email at [support@bitmedia.at](mailto:support@bitmedia.at). Queries shall either be answered by phone or by email. The hotline is not available on public holidays, school holidays, limited on days that occur between a public holiday and a weekend, in the period between 24 December and 6 January of the following year as well as for a period of five weeks during the summer holidays.

### **3.4 Services not included**

Measures to maintain the database, e.g. data imports from other software products (excluding SOKRATES) or other external data sources, correction of input errors etc.), as well as services for implementing school-specific requirements and training courses are not included in the scope of services. Services of this kind can be commissioned by the customer from the Provider at the prices valid at the time.

### **3.5 Other**

The Provider is entitled, but not obliged, to check the content created by the User for compatibility with statutory provisions and these terms of use or licensing and, if necessary, to delete the respective content at its own discretion and without the consent of the User.

With regard to technical and economic developments, statutory provisions or requirements as well as the further development of its own and third-party products, the Provider is entitled at any time to make changes to the services performed by it.

#### **4 Obligations of the User**

In order to be able to use the services of the Provider to the full extent, the User must utilise the newest technologies at the time or enable their use. If older technologies are used, the User may not be able to use the services of the Provider to their full extent.

The User must keep its login details (password, username) strictly confidential and protect it against unauthorised access by third parties. If the User has reason to believe that its login details (password, username) have become known to third parties in any way, it is obliged to change its password immediately and to inform the Provider immediately. If the User passes on its login details (password, username) to third parties, it is liable to the Provider for all damages caused by doing so.

The User undertakes to use the services performed by the Provider in accordance with their intended use and, when using the services, to refrain from actions that could harm or pose a risk to the Provider and/or other users and/or limit the availability of the services for other users. Proper use also includes compliance with all instructions, recommendations and the like, which the Provider gives on its homepage and/or other documents provided to the User at the time that the agreement is concluded or afterwards.

The Provider offers Users the opportunity to input content in this system, to communicate and to interact with other users via the system. The Users undertake not to abuse the services of the Provider. In particular, the User must comply with the following rules:

- Input of personal data in the profile of the User takes place at its own risk.
- The disclosure of the data of a third party (e.g. creation of a profile for a third party) without its consent is not permitted.
- The User shall bear sole responsibility for the content stored in its profile. The User undertakes to comply with all relevant statutory provisions (e.g. Criminal Code [StGB], Pornography Act, Youth Protection Act, National Socialism Prohibition Act, Telecommunications Act 2003 [TKG 2003], E-Commerce Act [ECG], Media Act, Copyright Act [UrhG], Data Protection Act [GDPR,DSG 2018], any personal rights which arise from other laws such as the General Civil Code (ABGB) etc.) when creating content/when communicating, and in particular not to spread unethical, pornographic, obscene, racist, violence-promoting, violence-trivialising, right-wing, offensive or other illegal content, material, information and/or photographs.
- The User likewise undertakes not to threaten or harass third parties and other users and/or to violate their (personal) rights.
- The User guarantees not to download data into the application which contain viruses (infected software) or software and content to which third parties have copyrights (unless the User has the necessary rights to it or the consent of the entitled person).
- The use of the services of the Provider for commercial purposes (e.g. competitions, advertising and offering goods and services), the promotion of other websites as well as the sending of chain letters is prohibited.

Regardless of any civil and criminal consequences, the User must fully indemnify and hold the Provider harmless for damages - of any type whatsoever - and for any claims of third parties - of any type whatsoever - that result from the violation of the User's obligations pursuant to § 4 of these Terms and Conditions.

The Provider reserves the right to caution the User in the event of violations by the User against these Terms and Conditions, to delete content of the User, to block the User temporarily or permanently and/or to dissolve the contractual relationship prematurely pursuant to Point 8 and to delete the user profile.

## **5. Rights of use and copyrights**

The Provider is the sole holder of the rights to reproduction, distribution, processing of and all copyrights to the application as well as its content. The use of the application and the content and materials contained therein is only permissible for the purposes specified in these Terms and Conditions.

## **6 Availability/warranty**

The Provider does not guarantee constant availability of its application. Downtimes due to maintenance, software updates and due to circumstances (such as technical problems of third parties, force majeure) which are not in the Provider's sphere of influence and therefore are not attributable to the Provider and because of which the services offered by it are not accessible via the Internet, cannot be excluded.

The User declares that it shall not assert any claims for damages and/or warranty claims. The Provider does not guarantee that its services conform to the expectations of all users.

## **7. Liability**

If this does not violate mandatory law, the Provider is liable for the compensation of damages which are caused by it, its employees and/or vicarious agents in connection with the application in question, only in the case that these damages were caused through gross negligence or deliberately.

Irrespective of the aforementioned limitation of liability, the liability of the Provider for consequential damages, lost profit, loss of data and financial losses is expressly excluded.

The Provider is liable neither for content that is distributed by Users by means of the application in question, nor for damages that arise therefrom.

## **§ 8 Duration & termination**

This agreement shall apply for an indefinite period. The User, as well as the Provider, is entitled to terminate the agreement in writing at any time. In the case of termination, the Provider is entitled to delete all content of the User and is not obliged to store this content or to hand it over to the User.

For customers with individually concluded licensing and usage agreements, the provisions on duration and termination quoted therein shall apply.

The Provider is moreover entitled to terminate the contractual relationship, which is an object of the free use of SchoolUpdate (test version, Free version), completely or partially at any time, as well as to shut the system down. The Provider shall inform the customer or User of this immediately.

## **9 Place of fulfilment/place of jurisdiction/choice of law/contractual language**

The place of fulfilment and place of jurisdiction is Graz.

For legal disputes with consumers within the meaning of the Consumers Protection Act (KSchG), which have their domicile or usual residence in the country or are employed in the country, the statutory places of jurisdiction shall apply.

Austrian law shall apply, with the exception of the principles on conflicts of laws (e.g. IPRG (Austrian International Private Law, Rome I Regulation) as well as the UN Convention on Contracts for the International Sale of Goods.

The contractual language is German.

## **10 Right of withdrawal**

The User, who is the consumer within the meaning of the Consumers Protection Act (KSchG), can withdraw from an agreement concluded from a distance - in other words no statutory exemption is effective - within seven working days. It is sufficient if it has sent the notice of withdrawal within the period (Article 5e KSchG). The withdrawal period amounts to seven working days, where Saturday does not count as a working day. For agreements on the performance of services, it begins on the date that the agreement is concluded.

The right of withdrawal does not exist for services whose performance with respect to the user is begun in accordance with the agreement - as in this contractual relationship - within seven working days.

Activation for the use of the services of the Provider is considered performance of the services within the meaning of Article 5f clause 1 KSchG. With its registration (§ 2.1), the customer consents expressly to service provision in the knowledge that the right of withdrawal mentioned above in accordance with Article 5e KSchG shall therefore lapse.

## **11 Data protection**

The Provider's Privacy Statement, which forms an integral component of these Terms and Conditions, is published in its current version at the time on the SchoolUpdate website. The User declares that it has read and understood this Privacy Statement and accepts it fully.

## **12 Severability clause**

Should provisions of this agreement be legally ineffective, invalid and/or void or become so in the course of its term, this shall not affect the legal effectiveness and the validity of the remaining provisions. The contracting parties undertake in this case to replace the legally ineffective, invalid and/or void provision by one that is legally effective and valid and corresponds in its economic implication to the replaced provision - if possible and legally permissible.

## **13 Final provisions**

All declarations of a legally-binding nature on the basis of this agreement must be made in writing to the last known email address of the respective other contracting party. If a declaration is sent in writing to the last known email address, it shall be considered received by the respective contracting party.

### **Contact:**

bit media e-solutions GmbH  
Kärntner Straße 337, 8054 Graz  
Tel.: 0316/28 66 60-0  
Email: office@bitmedia.at  
Accounts no.: FN194056b  
VAT ID: ATU49975601

# SchoolUpdate Privacy Statement

valid as of 01/08/2019

## 1 Preamble

SchoolUpdate is a service of bit media e-solutions GmbH (hereinafter referred to as the “Provider”) and was developed specifically to improve communication between school, teachers and parents (“Users”). In addition to schools in the narrow sense, the term “school” also includes nursery schools, day care centres and similar institutions. In addition to teachers in the narrow sense, the term “teacher” also includes educators as well as school and nursery school administrators.

With its registration, the User expressly accepts this Privacy Statement.

## 2 Privacy Statement

The protection of your personal data is of particular concern to us. We therefore process your data exclusively as processor for data processing according to the EU General Data Protection Regulation (GDPR) for the purpose defined in the terms of use and licensing, whereas the respective school or education provider represents the responsible party for the purpose of data protection. Further processing as well as unauthorised disclosure to third parties (e.g. for advertising purposes) is excluded.

Data processing is always done on the basis of the applicable statutory provisions (GDPR, Data Protection Act (DSG), Telecommunications Act (TKG), and at the same time technical and organisational measures to guarantee data security are taken so that personal data are used lawfully and not made accessible to unauthorised parties.

The Provider’s employees, its service providers (“processor”) as well as their employees are obliged to confidentiality and secrecy of the data disclosed by the User in SchoolUpdate, unless there is a legally permissible ground for communication or disclosure of the data that was confided or made accessible.

In this Privacy Statement, we inform you about the most important aspects of processing personal data in connection with the SchoolUpdate system.

## 3 Personal data

Personal data refers to individual details regarding the personal or material circumstances of an identified or identifiable natural person.

### 3.1 Data provided by the User

Data that are actively provided by you for the purposes of registration on SchoolUpdate, such as when setting up a new user account, are stored and used by us exclusively for the purpose of performing our services, which you want to make use of in accordance with the purpose. This data includes gender (title), first name and surname, email or phone number as well as your personal username and password, which are necessary for accessing and using SchoolUpdate.

For the purpose of processing, it also includes the adjustment, rating and improvement of the services by the Provider, the investigation and prevention of any prohibited or illegal activities by users of the application, as well as the correction of errors and problems.

### 3.2 Translations

SchoolUpdate offers the option to translate text messages into other languages. In the process, the commercial services of translation providers (currently Google Translation API) are accessed. The external service provider undertakes in its privacy statement to process data exclusively for performing its services and neither to pass on the data to third parties nor to store the data for longer than necessary for performing the service. Translations of messages are not carried out automatically in

SchoolUpdate, but rather can be initiated by the user by clicking on the “translate” button. Should the user not want any reliable information to be transmitted to the translation service provider, the translation function in the programme does not need to be used for such text content.

### **3.5 Sensitive information**

SchoolUpdate provides a feature for recording and reporting student absences due to illness, doctor's visit or other. When entering absences, always ensure that you do not enter and submit any sensitive personal information (diagnoses, findings, photos, etc.). There is no legal obligation to submit such medical data or documents. However, in case of longer or frequent absences due to illness, the school or education provider may require a written medical confirmation.

### **3.4 Log files of the server**

During use, certain data transmitted by your web browser are automatically saved by our server. The log files created from this contain data such as your IP address, the URL, time, manner and number of requests, volume of data transferred, date, time and duration of individual accesses, your browser type as well as other similar information if applicable.

The collection and use of the information stored in the log files is used solely for anonymised analysis for statistical purposes (e.g. to analyse user behaviour) and in doing so to improve our services.

### **3.5 Cookies**

The SchoolUpdate website uses so-called cookies. Cookies are small text files which are stored on your computer. Cookies help to speed up navigation on our website, to adjust it to your needs and interests and to avoid abuse of the services. In the process, so-called session cookies are used, which are deleted when you close your web browser because they only contain information that was necessary for the one visit to the website.

You can configure your browser settings as you wish and also decline acceptance of cookies. However, we wish to point out that you then may not be able to use all of the website's functions.

### **3.6 Deletion of data**

The Provider shall permanently delete the data after the end of the contractual relationship. Alternatively, the Provider reserves the right to further process the usage data in anonymised form in accordance with the GDPR after the end of the contractual relationship. Anonymised data do not contain any references to persons and are generally processed for statistical and analysis purposes.

### **3.7 Passing on of data**

The Provider shall not sell, exchange or otherwise use personal data and information without authorisation. The Provider shall also not pass personal data of Users on to third parties unless the User has given consent for it to do so or the Provider is under a statutory or legal obligation to disclose the data.

### **3.8 State of the art**

The User is aware that when transferring data on the Internet in accordance with the current state of the art, data protection is not completely guaranteed. In particular, emails do not constitute secure communication, because “reading” of content cannot be technically excluded. The User itself must ensure the security of the data transmitted by it on the Internet.

## **4 Other**

You may approach us at any time if you have questions regarding our data protection measures or if you wish for your profile and all data stored about your person to be deleted. Under the EU General Data Protection Regulation you have the right of access, free of charge, to your stored data as well as

the right to rectification, blocking or erasure of this data, if necessary, if this does not obstruct the contractual obligation.

In the course of further development of our services and the implementation of new technologies, the Provider reserves the right to update this Privacy Statement at any time.

We will be happy to assist should you have any questions regarding data protection. Simply send us an email at: [dsb@bitmedia.at](mailto:dsb@bitmedia.at) or write to us at the postal address given below.

**Contact:**

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