

## END USER LICENSE AGREEMENT – LORU GAMES

This end user license agreement ("**EULA**") has been executed by and between you, the user (hereinafter "User"); and Loru Games Oy (hereinafter "**Company**").

### BACKGROUND AND PURPOSE

- (A) The purpose of this EULA is to grant the User a license to use the website, client and various learning games provided by Company (hereinafter "**Software**") and to specify the terms for said use.
- (B) The Data Processing Agreement provided as Annex A to the EULA is an integral part of this EULA, and by accepting the EULA the User confirms that he or she has read and understood not only the EULA but also the Data Processing Agreement, and agrees to be bound by both.

### 1 LICENSE GRANT

- 1.1 Company grants the User a limited, personal, non-exclusive, worldwide, non-assignable, non-sublicensable, revocable right to use the Software for the duration of this EULA. (hereinafter "**License**")
  - 1.1.1 The License shall include the right to use the Software for its intended purpose, subject to any instructions or restrictions set by the Company for said use in this EULA or elsewhere.
  - 1.1.2 The License shall include a license from Company's licensors to any third party software included in the Software for the sole purpose of using the Software as provided above during the validity of the User's License.
- 1.2 The User may furthermore purchase additional rights to the Software from Company as provided for in Section 2 (hereinafter "**Premium License**").

### 2 PREMIUM LICENSE

- 2.1 The User may purchase additional tools and rights to the Software in the form of a Premium License as more closely specified in the commercial terms for such a Premium License. The Premium License shall be subject to the terms of this EULA.
- 2.2 The Premium License shall remain valid for the duration for which the User has paid for premium content, after which the Premium License shall expire. However, the User's Premium License shall in any event expire in the event the User's License or this EULA expires or is terminated for any reason.
- 2.3 No payments for the Premium License shall be returned for non-availability of the Software or any part thereof for any reason, including if the Company ceases to operate or to provide the Software.

### **3 USER CREATED CONTENT**

- 3.1 The User may from time to time add user created content to the Software through, e.g., creating sets of questions and groups. The User shall not add any such content that is illegal, obscene, that constitutes bullying of other users, that is uploaded without the permission of any holders of relevant intellectual property rights to the content or the owners of other proprietary material such as trade secrets, that contains personal data in a way that is in breach of relevant data protection legislation, or that is otherwise inappropriate, illegal or immoral. The Company may at any time without notice remove such content from the Software if the Company in its sole discretion deems said content to be in breach of this Section.
- 3.2 By adding the content, the User grants other users and the Company the unlimited, worldwide, free of charge, perpetual, non-exclusive right to use said content, including the right to export the content from the Software for any purposes and to make copies of the content in any format.
- 3.3 Any User created content added to the Software is solely the responsibility of the User, and the Company shall not be liable for any damage caused by said content to the User or third parties.
- 3.4 The content will remain in the Software indefinitely and will not be automatically deleted upon the ending of this EULA.

### **4 RESTRICTIONS**

- 4.1 The User shall not use the Software in breach of this EULA or any other instructions given by the Company.
- 4.2 The User shall not provide the Software or related documentation or any part thereof to third parties or otherwise provide access to the Software to third parties without the consent of Company.
- 4.3 The User shall not alter or modify the Software, and shall not reverse engineer, decompile, or otherwise render the Software into human readable form.
- 4.4 The User shall not use the Premium License in breach of the terms of the Premium License, e.g. by allowing multiple users to share a Premium License account or to otherwise circumvent the restrictions set for user numbers of Premium Licenses.
- 4.5 The User shall not use the Software in a way likely to harm the availability or functionality of the Software or otherwise hinder the maintenance or integrity of the Software through, e.g., a distributed denial of service (DDoS) attack.

### **5 INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All Intellectual property rights (hereinafter "IPR") to the Software and to the documentation, source code, images and other content (except user created content) relating thereto belong either to the Company or its licensors. Said IPR includes copyright in the source code of the Software, trademarks relating to the Software and

the Company, and any and all other registered or unregistered rights and any applications for the same. No rights are assigned to the User except those expressly granted under the License and/or Premium License in Section 1 and 2 of this EULA.

## **6 DATA PROTECTION AND DATA PROCESSING AGREEMENT**

- 6.1 The Software has been created in compliance with the provisions of the EU General Data Protection Regulation (hereinafter "GDPR") and according to the principles of the GDPR. The Company has carried out the necessary organisational and technical measures in order to ensure that processing meets the requirements of the GDPR and to ensure that the rights of data subjects are protected. The Company undertakes to maintain a high level of data security and to take measures to ensure that there are no personal data breaches relating to the Software.
- 6.2 The Software is used in co-operation with education providers in such a way that the education provider acts as a super-user, with the right to administer and remove the accounts of users, and Company acts at the direction and under the control of this super-user with regards to users associated with that super-user. Therefore, the education provider is the data controller for most of the personal data involved with the Software, including the personally identifying user accounts of users, and the Company is a data processor acting according to the instructions of the education provider.
- 6.3 In addition, certain personal data may be uploaded to the Software by users including User as part of the user created content referred to in Section 3. With respect to such personal data, the user that has solicited or uploaded the personal data or who has defined the purposes for which said personal data is collected or processed shall be the data controller and the Company shall be the data processor. The User undertakes to carry out all obligations of the data controller under the GDPR and any other relevant personal data legislation, including securing any necessary consents and providing data subjects with the relevant information concerning the processing and their rights, for any personal data for which that User is the data controller.
- 6.4 As part of this EULA, the User grants the Company permission to process any personal data relating to the Software for which the User is the data controller as further specified in Annex A: Data Processing Agreement.
- 6.5 For the avoidance of doubt, any personal data related damage or liability of a data controller or processor relating to the Software shall be borne by that data controller or processor. In particular, the Company shall not be liable for any personal data related liability of the User that is incurred due to breach of the relevant personal data obligations by the User.
- 6.6 Further information on the personal data principles and practices of the Company relating to the Software can be found at: [https://loruplay.storage.googleapis.com/pdf/en-US\\_PrivacyPolicy.pdf](https://loruplay.storage.googleapis.com/pdf/en-US_PrivacyPolicy.pdf)

## **7 AVAILABILITY, CHANGES AND AMENDMENTS**

- 7.1 The Company endeavours to keep the availability of the Software at a good level and to repair any defects or errors in the Software in a timely manner. However, the Company does not give any guarantees or warranties regarding such availability, and does not undertake to repair any defects or errors briskly or at all.
- 7.2 The User understands and accepts that Company may from time to time make changes to the Software or add or remove functionalities, to fix errors in the Software or for any other reason. By continuing to use the Software, the User accepts said changes.
- 7.3 The Company may from time to time amend this EULA or any related documentation, whereupon the Company undertakes to inform Users of such amendments in a timely manner. In the event the User continues to use the Software after being informed of such amendments, the User will be deemed to have accepted the amendments. Otherwise, the EULA shall end immediately with the effects provided for in Section 10.4.

## **8 REPRESENTATIONS AND WARRANTIES**

- 8.1 The Company gives no express or implied representations or warranties regarding the Software, including with respect to its availability, fitness for any general or particular purpose, for it being free of defects or for non-infringement of third party intellectual property rights. Use of the Software is at the sole responsibility of the User.

## **9 LIABILITY**

- 9.1 The Company shall in no event be liable for any indirect or consequential damage to the User or any third parties due to use of the Software or defects in or lack of availability of the Software. Furthermore, the Company shall not be liable for any damage caused due to use of the Software in breach of the Company's instructions, or for damage caused through the neglectful or intentional actions of the User or any third party.
- 9.2 To the extent permitted under mandatory law, the maximum liability of the Company for any damage caused due to or in relation to the Software will in any event be capped at maximum to the amount paid by the User for any Premium License during the preceding twelve (12) months, if any.

## **10 ENTRY INTO FORCE AND TERM OF EULA**

- 10.1 This EULA shall enter into force immediately upon being accepted by the User through one of the following ways:

a. Clicking an "I agree" or similar box presented to the User with this EULA

b. Otherwise using the Software

- 10.2 In the event the User does not wish to be bound by the EULA, the User shall immediately cease to use the Software and delete any local content relating to the Software from his or her device. Failure to do so shall be construed as acceptance of this EULA as provided for in Section 10.1.b.
- 10.3 The EULA shall remain in force indefinitely until terminated by either party with a thirty (30) day notice period. However, the Company shall have the right to terminate the EULA with immediate effect in the event the User materially breaches this EULA. For the avoidance of doubt, any breach of sections 1, 2, 4, 5 or 6 shall be deemed a material breach.
- 10.4 Upon termination of this EULA, the User's License as referred to in Section 1 and any Premium License under Section 2 shall terminate immediately, whereupon the User shall cease to use the Software and delete any local content relating to the Software from his or her device. Those sections of the EULA that are due to their nature intended to survive termination, including e.g. Section 5, shall remain in force indefinitely even after the termination of the EULA.

## **11 GOVERNING LAW AND DISPUTE RESOLUTION**

- 11.1 Any dispute, controversy or claim arising from this EULA or the interpretation, validity or termination thereof shall be settled in the Helsinki district court, unless otherwise provided under Finnish mandatory law.
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions.

### **Annexes:**

#### **Annex A: Data Processing Agreement**