Terms and Conditions

#### 1 Introduction

1.1. By uploading or otherwise adding Loops material, you enter into an agreement, hereinafter referred to as "The Agreement" with Loops Education AB with organization number 559172-2250, hereinafter referred to as "Loops Education". The terms of the agreement are set out below. Read the agreement carefully before choosing to supply Loops with any material.

## 2. About Loops

2.1. Loops is a digital framework that includes, among other things, a database of so-called "learning loops", which are educational process aids. A more detailed description of Loops is available on the Loops Education website.

# 3. Ability to add content etc.

3.1. As a teacher or other educational staff (hereinafter "Teacher") employed or hired by a school whose principal has signed an agreement with Loops Education on the use of Loops, you have the opportunity to add content in the form of learning loops to Loops. These Terms of Agreement shall enter into force as soon as a Teacher submits Loops Content.

3.2. Such content and material produced by Teachers without special assistance from Loops Education is hereinafter referred to as "Teacher Produced Content".

3.3. Loops Education may, by special agreement, provide technical aids such as a recording studio or similar to Teachers who wish to produce materials and content to be provided to Loops. Materials produced using technical tools provided by Loops Education are hereinafter referred to as "Co-produced Content".

3.4. Teacher-produced content and co-produced content are collectively referred to as "Content".

# 4. Content Guidelines

4.1. All Content provided to Loops by a Teacher shall follow the guidelines and instructions for such Content as Loops Education may from time to time disclose. The teacher shall ensure that the Content does not violate any law or infringe on the copyrights or intellectual property rights of others.

4.2. Content may not, without the express consent of Loops Education, contain personal data that discloses racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, health information or information about a natural person's sexual life or sexual orientation, or information about crime. The content may not, without such consent, be shown, audibly or visually, by identifiable students or other physical persons, in addition to the Teacher.

# 5. Copyright transfer etc.

5.1. When Content is added to Loops, the Teacher shall be deemed to have waived the right to dispose of Content to Loops Education. However, teachers may add new Content and in particular state that Content is intended to replace previous Content, after which Loops Education has the discretion to replace previous Content with newly created Content.
5.2. The fact that a Teacher has supplied Loops Content of a certain kind does not mean that the Teacher in question is granted any exclusive right to add Content of the same or similar nature in the future. By uploading or otherwise providing Loops Content, the Teacher

assigns, without limitation in time, the copyright and all other intellectual property rights in respect of such Content to Loops Education.

5.3. The Teacher specifically consents to the Content being used within Loops for educational purposes by both other schools and school principals as well as by the school and school principal where the Teacher is employed or contracted, and gives Loops Education the right to copy, reproduce and distribute the Content regardless of medium. Loops Education has the right to make reasonable changes regarding the Teacher added Content within the framework of Loops. In the event that Loops Education deems it necessary, Loops Education has the right, at its sole discretion, to delete Content from Loops or to refuse publication of certain Content without the teacher being entitled to any compensation for this.
5.4. Notwithstanding the foregoing, the Teacher always has the right to use Content that the Teacher has provided to Loops in his own teaching activities within the framework of his employment or his assignment with a school or school principal who has an agreement with Loops Education. The Teacher furthermore has the right to use Content that the Teacher has provided Loops as reference material for employment or the like and, after written agreement with Loops Education, also use the Content for other purposes.

#### 6. Designation of the author

6.1. Loops Education undertakes that, in connection with all Content published on Loops and which has been added to Loops by the Teacher, the Teacher's name as author as long as the Teacher does not notify Loops Education in writing that it will not do so.

#### 7. Compensation

7.1. The teacher conducts production of Content to Loops within the framework of his regular employment or his regular assignment at a school, which Loops Education has drawn up through an agreement with the school principal in question. This regular salary shall be deemed to constitute full compensation for the Teacher's performance under this Agreement.

## 8. Limitation of liability

8.1. Loops Education is exempt from penalties for failure to fulfill certain obligations under this Agreement, if the failure is due in the circumstances set forth below ("Exempting Circumstance") and the circumstance prevents or significantly impedes its fulfillment in due time.

8.2. Such as the liberating circumstance shall be regarded as government action or omission, new or amended legislation, retirement, labor market conflict, blockade, fire, flood, loss or destruction of data on a larger scale or property of significant importance or other major accident.

8.3. Loops Education is only liable for damages as a result of breach of contract or otherwise if the damage was caused by the teacher as a result of Loops Education's intentional or grossly negligent conduct. Notwithstanding this, Loops Education is never responsible for indirect damages, such as loss of profits, loss of production, costs of hiring a consultant, costs of equipment and similar costs or losses.

8.4. Loops Education has agreed with the Teacher's employer or principal, i.e. the school or the school principal, that he will not claim copyright on the Content or any claim for compensation in connection with the Content. In the event that the Teacher's employer or client would still make such claims to the Teacher, Loops Education cannot in any way be held liable or otherwise liable for this.

8.5. The Teacher guarantees that Content provided by the Teacher to Loops does not infringe on the intellectual property rights of others. The Teacher shall indemnify Loops Education for compensation, damages or other costs that Loops Education through settlement, judgment or otherwise is required to pay as a result of the Teacher providing Loops Content that infringed on another's intellectual property rights, in violation of the European Parliament and Council Regulation 2016/679 on the protection of personal privacy with regard to the processing of personal data and whether the free flow of such data or otherwise is attributable to the teacher's actions.

8.6. The teacher does not own, without written approval from Loops Education, the use of trademarks, designs or design elements associated with Loops in marketing or other information dissemination of a commercial nature.

## 9. Conditions change

9.1. Loops Education is entitled to change these contract terms from the day that falls 30 days after Loops Education sent a notification thereof to an email address provided by the Teacher to Loops Education, if such a change of terms is required with respect to changes in agreements between Loops Education and one or more school principals, changed cost picture regarding operation and maintenance of Loops or other circumstances.

#### 10. Dispute and dispute resolution

10.1. Disputes under this agreement shall be settled according to Swedish law in Swedish court, where Gothenburg district court shall be the first instance.

Information on processing of personal data

# Consent to and information about the treatment of your personal data in connection with the use of the Loops software

1.1. By registering as a user of the software "Loops", you as a natural person agree that Loops Education AB, 559172-2250, (hereinafter "Loops Education") processes personal information about you. If you are under the age of 13, the goalkeeper should consent to the treatment.

1.2. Loops Education is responsible for personal data processing.

1.3. The information being processed is information that you submit to Loops Education yourself by entering Loops, such information as Loops Education to identify users of the software. Loops Education also processes the data generated by the software as a result of your use of it.

1.4. The personal data is processed in order to provide the software's functions to you, as well as to develop the software - which includes analyzes of user behavior, troubleshooting to identify software errors and statistical analysis.

1.5. The information may be disclosed to yourself. Other information may in individual cases be disclosed to third parties if you specifically consent to the disclosure. The use of Loops requires that you consent to us processing the information specified as mandatory in the registration form.

1.6. The personal data will be stored by Loops Education for the time necessary

taking into account the aforementioned purpose of the processing, however, for a maximum of six months after closing your account in Loops.

1.7. You have the right to be told free of charge what information Loops Education processes about you and access to the information Loops Education registered by contacting us.1.8. If you believe that any information about you is incorrect, you have the right to request that the information will be corrected. If so, contact us and tell us which information you think is incorrect and tell us why it should be corrected.

1.9. You may also request that your personal data processing be restricted (frozen) if you believe that the personal data processed by Loops Education is not accurate, if the processing would be illegal, if Loops Education no longer needs to save or process the data, but if you still need it for to be able to make legal claims or if you object to the treatment and until Loops Education has handled your objection.

1.10. You can revoke your consent at any time by contacting us. If you then withdraw your consent the personal data Loops Education registered about you will be deleted (the right to be forgotten). Your Loops account will then not be able to be used.

1.11. If you believe that our personal data processing is incorrect, you have the right to submit a complaint to The Integrity Protection Authority (Data Inspection), which is the supervisory authority. More information is available at www.datainspektionen.se.

1.12. Loops Education's contact details are Loops Education AB, Östra Hamngatan 31, 411 10 Gothenburg, telephone number 010-141 45 00 and e-mail hello@loopseducation.com.