

KIDE SCIENCE TERMS OF SERVICE

Introduction

These Terms of Service (“Terms of Service”) govern the use of all the online learning and teaching services (“Kide Science Service(s)”) of Kide Science Oy (“the Company”), a Finnish limited liability company. Contact details of the Company can be found at the Company website: <https://kidescience.com/>

By completing and submitting the registration form on the website of the Company you agree to be bound by these Terms of Service as well as Privacy Policy referred to in these Terms of Services. If you don’t agree, do not use the Kide Science Service.

As long as the User complies with these Terms of Service, the Company grants to the User a personal/company-specific, non-exclusive, non-transferable, limited privilege to enter and use the Kide Science Service.

1. DEFINITIONS

“**Certified Teacher**” shall mean a User who has passed Kide Science online teacher training.

“**Customer Data**” shall mean all User’s data that a User or another party acting on the User’s behalf generates in or submits to the Kide Science Service.

“**Intellectual Property Rights**” shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, trade names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

“**Kide Science Concept**” shall mean a playful story-based science pedagogy that is based on Dr Jenni Vartiainen’s academic research. The Kide Science Concept includes the stories from Supraland with its characters, hands-on experiments focused on learning science process skills, and related pedagogical practices, as well as the lesson plans and brand materials of the Company. Specific pedagogy is followed in the implementation of the entire lesson from beginning to the end.

“**Kide Science Lessons**” shall mean lessons that are conducted according to the Kide Science Concept. Children are always active participants during the Kide Science Lessons. One Kide Science Lesson always includes a story, and experiments related to the story.

“**Kide Science Services**” shall mean any content or service that the Company provides to Users. The content of the Kide Science Service varies depending on whether the User is a legal entity (e.g. educators in a public or private educational entity or unit) or a natural person (e.g. custodian/parent). The service contents are described in more detail on the Company’s website.

“**User**” shall mean any registered user of Kide Science Services. User may be natural persons or legal entities, depending on the purchased content.

2. USE OF KIDE SCIENCE SERVICE

The Company provides an online learning and teaching service, which allows the User to teach children science process skills with hands-on experiments. The Kide Science Services are subject to a service fee; however some parts of the Kide Science Services may be provided free-of-charge.

Misuse of the Kide Science Service by the User may lead to suspension or termination of the use of Kide Science Services.

The Company may from time to time offer trials of the Kide Science Service for a specified period without payment or at a reduced rate. The Company reserves the right, in its absolute discretion, to determine the Users eligibility for an offer trial and, subject to applicable laws, to withdraw or to modify an offer trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

In order to use the Kide Science Service, the User needs to be at least 18 years old.

The age recommendation of the children to be taught is always mentioned in the description of the content to be purchased.

3. USER’S OBLIGATIONS AND RIGHTS

The User shall have no right to redistribute or transfer the Kide Science Service or parts of it. The right to use the Kide Science Service is always personal regardless of the basis of the right to use the Kide Science (individual plan/team plan).

The User is entitled to use the content of the Kide Science Services only as a part of the educational practices, unless otherwise agreed with the Company.

The User shall have a right to use Kide Science Service under the terms of these Terms of Service and the Company and its licensors retain ownership of all copies of the Kide Science Service even after installation of the Kide Science Service on the Users personal computers, mobile handsets and/or other relevant devices.

When registering to the Kide Science Services, the User shall provide true, accurate and complete information as prompted by the registration form and update such information in order to keep it current. Any person registering into the Kide Science Service on behalf of a legal entity must ensure that he/she has proper authorization to make binding agreements on behalf of the legal entity.

The User is encouraged to use the KIDE logo and other trademarks of the Company in connection with Kide Science Service in accordance with the Brandbook of the Company.

The User shall not alter or deform the shape of the KIDE logo. The User shall not take any action which might invalidate or impair any rights of the Company or create any rights adverse to those of the Company.

The User shall not register nor establish through use for itself any of the Company's trademarks nor such trademarks which would be so alike the Company's trademarks as to allow for confusion.

4. RESTRICTIONS OF THE USE

Besides the permitted use of Kide Science Services under these Terms of Service the User is not during or after using the Kide Science Services permitted and not entitled to permit others to do any of the following:

- copy, redistribute, reproduce, record, transfer, perform or display to the public, broadcast, or make available to the public any part of the Kide Science Service, or otherwise make any use of the Kide Science Service which is not expressly permitted under these Terms of Service or applicable law or which otherwise infringes the intellectual property rights (such as copyright) pertaining to the Kide Science Service and any content provided with the Kide Science Services
- use the Kide Science Service against the limits of the purchased licence (individual/company-specific)
- use the Kide Science Service in any manner that could damage, disable, overburden or impair the Kide Science Service;
- use any data mining, robots, scraping, or similar data gathering or extraction methods;
- sign up for an Kide Science Service account on behalf of someone else or of any group or entity;
- use, sell, rent, transfer, license or otherwise provide anybody with the Kide Science Service, except as provided herein;
- interfere with the other Users' use and enjoyment of the Kide Science Service;
- circumvent or try to circumvent any usage control or anti-copy functionalities of the Kide Science Service;
- reverse engineer or decompile the Kide Science Service or access the source code thereof, except as permitted by law;
- use the Kide Science Service for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- use the Kide Science Service in violation of applicable law;
- to use the Kide Science Service in ways that violate intellectual property rights, business secrets, or privacy rights of third parties;
- use the Kide Science Service to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

Above restrictions shall apply also after you stop using the Kide Science Service.

5. DATA PROCESSING

The Company acts as a data controller in relation to any personal data the Company might collect and process in relation to User's subscription and use of the Kide Science Service, such as contact details, payment information, and identification data of the User. The user understands that through the use of Kide Science Service he/she gives a consent to the collection and use of this information including the transfer of the information to other countries for storage, processing and use by the Company. The Company processes such personal data in accordance with its Privacy Policy in force from time to time and complies with the legislation on the processing of personal data and data protection. Read more about our privacy and data protection and the rights of the User from the Kide Science [Privacy Policy](#).

For information from MPASSid (a national identification brokering service in Finland) Kide Science is a data processor

6. FEES AND PAYMENT TERMS

In return for the User's use of the Kide Science Service, the User shall pay the service fees as set out by the Company. All payments made in accordance with these Terms of Service are non-refundable. For clarity, in the event of early termination during the subscription period, the User shall not be entitled to a refund of any prepaid fees. In cases where the User misses part of the Kide Science Service for a reason attributable to the Company, such part of the service will be compensated by extending the right to use the subscription period of the Kide Science Service.

Payment for the use of the Kide Science Service shall be made in advance before the subscription period starts. **The payment must be carried out via a payment method that the Company accepts.**

The Company shall be entitled to adjust the fees and charges of the Kide Science Service at any time by 30 days prior notice. The change shall not affect the fees and charges for subscription periods commenced before the effective date of the change.

7. LIMITED WARRANTY

The Company will make reasonable efforts to keep the Kide Science Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, the Company reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Kide Science Service, with or without notice, without liability to the User.

The User shall understand, agree, and accept that the Company has no obligation to maintain, support, upgrade, or update the Kide Science Service, or to provide all or any specific content through the Kide Science Service. The Company may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

The Kide Science Service is provided "as is" and "as available" without express or implied warranty or condition of any kind. This does not affect the Users statutory rights as a consumer.

8. LIABILITY

To the extent not prohibited by law in any case, the liability of Company shall be limited to direct damages caused by the Company. Under no circumstance shall the Company be liable for any indirect damages or consequential losses however caused. The liability of the Company is in all cases limited to the price payable to the Company from the Kides Science Service

9. MODIFICATIONS

The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service or to make changes to its policies. However, the Company shall not change the Terms of Service to the detriment of the individual Users, unless the need for change is due to a significant change in production costs or structure or other reasonable justified reason. The individual User may terminate the use of the Kide Science Service if the change is detrimental to the individual User. Continued use of the Kide Science Service by the User following the posting of changes will imply that the User accepts and agrees to the changes.

10. TERMINATION

The Company may terminate or suspend the Users access to the Kide Science Service at any time in the event of suspected unauthorised use of the Kide Science Service, or non-compliance with these Terms of Service.

The User may terminate using the Kide Science Service at any time. The Company will not refund any fees already paid by the User before the termination.

11. FORCE MAJEURE

Force Majeure shall mean an event that prevents or makes unduly difficult the performance of the Kide Science Service in accordance with these Terms of Service. Such event shall include war, rebellion, natural catastrophe, pandemic and consequent state restrictions, general interruption in energy distribution or in infrastructure, fire, strike, embargo, or some other equally significant and unusual event independent of the Company. In case the Company cannot perform its obligations related to the Kide Science Services hereunder due to Force Majeure, the Company shall be free from the obligation or if it is reasonably possible for the Company by extending the right to use the subscription period of the Kide Science Service.

12. ASSIGNMENT

The Company shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets without the User's prior consent.

The User shall not be entitled to assign any of its rights or obligations hereunder in whole or part.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms of Service and the agreement and Kide Science Services shall be governed by and construed in accordance with the laws of Finland, except for its provisions on choice of law.

Any dispute, controversy or claim arising between the User and the Company regarding the Kide Science Service and or these Terms of Service are settled amicably in negotiations. Should such negotiations fail within a period of 14 days from written notice identifying the topic of the dispute, the disputes shall be settled in the District Court of Helsinki, Finland, unless mandatory applicable law provides for another venue.

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