

# TERMS OF USE FOR TEACHERS

February 2021 version

These Terms and Conditions govern, downloading, access, navigation and use of the platform **KOTOKAN** and Web site <https://kotokan.net> by teachers who wish to use it (hereinafter collectively referred to as the “**Platform**”).

These Terms and Conditions are directed exclusively to Users registered on the Platform.

## 1. INFORMATION AND ACCESS

In compliance with the duty of information contained in article 10 of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce, we detail below the data of the owner of the Platform:

- Owner: WONDER IN PROGRESS, SL (hereinafter, “**KOTOKAN**”)

- Registered office: Calle Conde de Xiquena N°. 6 Puerta G, 1st Floor, CP 28004, Madrid
- Registry Information: Registered in the Madrid Mercantile Registry, volume 38638, page 191 General Section of Companies, Page M-687139, 1st Registration.

Registration on the Platform is free. Once you register on the Platform, you will be a user of the same (hereinafter, the “**User**” or “**Users**”). However, **KOTOKAN** could offer some of the services and content subject to prior contracting and payment of an amount, which will be specified in its own contracting conditions.

## **2. ACCEPTANCE OF THE TERMS AND CONDITIONS**

By accepting the Terms and Conditions, the User agrees to act at all times in accordance with the provisions established in the clauses of this legal text. In case of not agreeing with all or part of these Terms and Conditions, the User must refrain from using the Platform.

The service provided on this Platform is governed by **(i)** these Terms and Conditions; **(ii)** Particular Conditions that may be published on the Platform **(iii)** current and applicable laws, sector regulations and general criteria and practices.

By accepting these General Terms and Conditions, the User declares that they are over 18 years of age and have the full capacity to understand and accept the content of these Conditions.

KOTOKAN reserves the right to modify the presentation, configuration and content of the Platform, as well as the conditions required for its access and/or use. The access and use of the contents and services after the entry into force of their modifications or changes in the conditions imply the acceptance of the same.

### **3. ACCEPTANCE OF THE SPECIFIC CONDITIONS**

Access to certain content and the use of certain services may be subject to certain particular conditions, which, depending on the case, will replace, complete and/or modify these Terms and Conditions and, in case of contradiction, will prevail the terms of the particular conditions on the General Conditions.

Before using, reserving and/or requesting said specific products or services offered by KOTOKAN, the User must carefully read the particular conditions created, where appropriate, for this purpose by KOTOKAN. The use, reservation and/or request of said specific services implies the acceptance of the particular conditions that regulate them in the version published by KOTOKAN at the moment in which said use, reservation and/or contracting occurs.

## **4. REGISTRATION NEED**

To be able to use the services of the Platform, acceptance of these Terms and Conditions is necessary.

The User may use the services on the Platform by prior personal registration in the Teacher mode.

To register as a Teacher, the User must create a User account providing the following information:

- Name and surname.
- Email and password.
- College.
- Country and city.
- Photo (optional).

The User registered as a Teacher guarantees that their data will be accurate, current and truthful.

### **4.1 Registration through Facebook**

The user can register through their Facebook profile, entering their Facebook username and password and obtaining an account on the

Platform.

By registering through Facebook, the user authorizes KOTOKAN to know his public profile and email address.

#### **4.2 Registration through Google**

The user may register through their Google credentials, authorizing KOTOKAN to know their public profile and email address.

#### **4.3 Registration through Microsoft**

The user may register through their Microsoft credentials using the Azure Platform, authorizing KOTOKAN to know their public profile and email address.

#### **4.4 Registration via AppleId.**

The user will be able to register through their AppleId credentials, authorizing KOTOKAN to know their public profile and email address.

The registered user will be responsible at all times for the custody of their password to access the User account, consequently assuming any damages that may arise from its improper use, as well as the transfer, disclosure or loss of it, and you must immediately inform KOTOKAN if you have reason to believe that your access code or password has been used in an unauthorized manner or is likely to be. In any case, the access and / or use of the Platform made under the access code or password of the registered user will be deemed to have been made by said user, who will be liable in all cases for said access and use.

#### **4.6 User profile**

Once the user has created an account to access the Platform, they will have access to a profile where they can complete their personal data:

Likewise, the User must indicate if they wish to receive a Student Performance Report, its periodicity and levels of training.

The User guarantees that their data will be accurate, current and true. In addition, you may cancel your account on the Platform at any time by following the instructions contained therein.

This Platform has been developed by KOTOKAN in order to provide an educational Platform for an audience of 7 to 13 years old.

The objective of KOTOKAN is the development of multiple intelligences through play, through which they learn and internalize analytical thinking and problem-solving skills through mathematics. With these exercises, the Users of the App internalize **(i)** to focus their attention on the most priority aspects of each task **(ii)** Analysis and Visualization of information in an organized way **(iii)** Development of mathematical language **(iv)** Creative problem-solving.

The pedagogical methodology developed by KOTOKAN is inspired by novel findings in the field of learning neuroscience, focusing on **(i)** Teaching efficiency strategies problem-solving **(ii)** Reducing anxiety towards mathematics **(iii)** Promoting personal self-regulation and metacognition.

The Platform could send periodic performance reports to the user's e-mail with detailed information on the progress of Students.

In order to use the Platform, compatible devices are required, access to the Internet, and it may also require periodic updates.

Users may register on the Platform as teachers (hereinafter, the **"Teacher / s"** or the **"Users Teachers"**).

The Teacher User may therefore create problems or exercises to

and the Teacher User being the one who appears on the Platform as creator.

The Teacher may act on the KOTOKAN Platform in various ways:

1. Creating content for the Platform and for all Student Users registered on it.
2. Reviewing and correcting the contents of those Users that they consider or that have been sent by KOTOKAN. The Professor may provide explanations both on video and through text addressed to Users.
3. Creating content for those students who decide or have chosen to use the KOTOKAN Platform, for which the Teacher will have access to the exercises carried out by their students, being able to have knowledge of their progress. They will also review the realization of the content created in these cases.

The Teacher, in order to have control of their own students, may create "Classes" in the Platform, so that the students are grouped together and under their supervision.

## **6. SUBSCRIPTION TO THE PLATFORM**



Users who have registered on the Platform as Teachers may use all KOTOKAN functionalities for free.

In this way, Teacher Users can carry out all the activities described in clause 5 of these Terms and Conditions.

## **7. USE OF THE PLATFORM AND USE LICENSE**

The User agrees to use the Platform in accordance with the Law and with these Terms and Conditions. The user also undertakes to refrain from using the Platform for purposes or effects that are illegal or contrary to what is established in the Terms and Conditions. By accessing and using the Platform, the user agrees with these Terms and Conditions.

In no case may users share or use the contents of KOTOKAN outside of the Platform. This will only be allowed for those cases of promotion of KOTOKAN, such as through social networks.

KOTOKAN offers the User access to KOTOKAN pursuant to a limited, non-exclusive, non-sublicensable, non-transferable and revocable license. The use of KOTOKAN will be personal at all times and in accordance with these Terms and Conditions, in no case can KOTOKAN be used for commercial purposes.

If the User were aware of the existence of any illicit, illegal content,

intellectual and / or industrial property rights, you must immediately notify KOTOKAN so that it can proceed to adopt the appropriate measures.

The use of the Platform for purposes other than those included in these Terms and Conditions is expressly prohibited. Therefore, KOTOKAN is not responsible for improper use or manipulation of the Platform.

The Platform can provide access to a multitude of texts, graphics, drawings, designs, codes, software, photographs, images, expressions and information belonging to KOTOKAN or to third parties to which the User may have access.

The User assumes responsibility for the use of the Platform and undertakes to make a lawful, diligent, honest and correct use of any information or content he has access through the Platform, and all this under the principles of good faith and respecting in at all times to the current legislation and these Terms and Conditions.

By way of example, but not limited to, users must not:

1. Register or communicate data that is not true, exact, complete and / or updated, or access the Platform using the name, identification data or access codes of another user or impersonate any person or identity. Likewise, the user is

responsible for communicating to KOTOKAN, any modification and / or variation of any of the data communicated to KOTOKAN.

2. Neither maliciously nor intentionally cause damage or harm that may undermine, alter the Platform, nor will it introduce or spread computer viruses that may cause unauthorized alterations to the contents or systems that make up the Platform. The user must not scan or test the vulnerability of any KOTOKAN system or network, or violate any security or authentication measure, as well as try to decrypt or disassemble the software used by KOTOKAN to offer services through the Platform.
3. Use the Platform for fraudulent purposes, or related to criminal offences or illicit activities of any kind.
4. Reproduce, copy, distribute, transform or modify the information and content hosted on the Platform, unless you have the authorization of the holder of the corresponding rights.
5. Use the Platform to send, use or reuse material that contains illegal, offensive, pornographic, abusive, indecent, defamatory, obscene or threatening information of any kind, or that constitutes a violation of copyrights, trademarks or confidentiality, privacy or any other right, that is otherwise injurious or objectionable to third parties, or whose content contains computer viruses, political propaganda, advertising

content and, in general, any type of unnecessary inconvenience or inconvenience.

6. Download, send or distribute in any other way content or applications that may violate any legislation in force or that violate any right of any party.
7. Promote or encourage third parties to carry out any of the above practices or contribute to it.

KOTOKAN will have the right to investigate and report any of the aforementioned behaviours in accordance with the Law, as well as to collaborate with the authorities in the investigation of said actions.

## **8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**

The website <https://kotokan.net>, including, but not limited to, the programming, editing, compilation and other elements necessary for its operation, the designs, logos, texts and/or graphics are the property of KOTOKAN .

The User acknowledges that the reproduction, modification, distribution, commercialization, decompilation, disassembly, use of reverse engineering techniques or any other means to obtain the source code, transformation or publication of any results of

unauthorized reference tests of any of the elements and utilities integrated within the development constitutes an infringement of the intellectual property rights of KOTOKAN, forcing itself, consequently, not to carry out any of the aforementioned actions.

All the contents of the Platform are duly registered and protected by the Intellectual and Industrial Property regulations, as well as mandatory registration in the corresponding public registers.

Regardless of the purpose for which they were intended, the total, partial reproduction, use, exploitation, distribution and commercialization requires, in any case, the prior, express and written authorization of KOTOKAN.

The designs, logos, texts and/or graphics outside of KOTOKAN and that may appear on the website or in the application, belong to their respective owners, who are themselves responsible for any possible controversy that may arise regarding them.

The third-party holders of intellectual and industrial property rights over photographs, logos, and any other symbols or content included in the Platform have granted the corresponding authorizations for their reproduction, distribution and making available to the public. In any of these cases, KOTOKAN will be exempt from all responsibility.

Users will also be responsible for having obtained the transfer of the image rights of all those adults or minors who may appear in the

content created by them, without being the responsibility of KOTOKAN in any case.

In any case, the User registered as a Professor on the Platform gives KOTOKAN the right to exploit all the materials and content created by him in order to edit and share it with the rest of the Platform Users. In any case, it will be recorded that the Professor has been the creator of that content.

## **9. THIRD-PARTY APPLICATIONS**

KOTOKAN services are integrated with third-party applications, websites and services (Third Party Applications) to make their products, services and content available to the User. These third-party Applications may have their own Terms and Conditions of Use and Privacy Policies, the use that the User makes of them being governed by these. The User understands and accepts that KOTOKAN is not responsible for the behaviour, characteristics or content of the Third Party Applications used on The Platform, as well as any transaction outside the scope of activity of KOTOKAN that may be carried out with the provider of said Third Party Applications.

## **10. RESPONSIBILITY AND GUARANTEES**

KOTOKAN is not responsible for the information, files or any other content that Users publish, nor does it validate the contents that Users or decide to send, so KOTOKAN will not be responsible, directly or indirectly, or subsidiarily, for the damages of any nature derived from the communications made or content included in the Platform.

By way of example, but not limited to, KOTOKAN is not responsible for:

1. Satisfying the needs or personal demands of the user in relation to the resources provided by The Platform.
2. Direct or indirect and/or intangible damages, including personal injury suffered as a result of misuse of the Platform.
3. Loss of reputation, image, or data, which may occur while using the Platform.
4. The lack of availability, maintenance and effective operation of the Platform, excluding, to the maximum extent permitted by current legislation, any liability for damages of any kind that may be due to the lack of availability or continuity of the operation of the Platform.
5. Any defect, error or problem in the operation of the Platform.
6. The use that Professors Users of the Platform may make during their working hours and that may affect the performance of their

Consequently, KOTOKAN does not guarantee that the use that Users may make of the content and services that are included in the Platform, if applicable, comply with these Terms and Conditions, or that they do so diligently. KOTOKAN cannot guarantee the identity of any other user of the Platform.

KOTOKAN reserves the right of admission and exclusion from its Platform at its own free choice. Specifically, any user who does not comply with the rules contained in this condition or makes inappropriate use of the Platform may be excluded from it.

KOTOKAN reserves the right to (i) delete, suspend, edit or modify the content of the Platform at its sole discretion, at any time, without prior notice and for any reason, and (ii) eliminate, suspend or block any use that makes the user of the Platform.

KOTOKAN also reserves the right to read, preserve, reveal and access any information that it considers reasonably necessary to (i) comply with the applicable legislation or any judicial or governmental requirement or request, (ii) enforce these Terms and Conditions, including the investigation of potential infractions to them, (iii) detect, prevent or manage fraud, security or technical problems (iv) respond to requests for user assistance or (v) protect the rights, property or security of KOTOKAN and its users.

However, KOTOKAN declares that it has adopted all the necessary measures, within its possibilities and the state of technology, to



guarantee the operation of the Platform and prevent the existence and transmission of viruses and other harmful components to Users.

### **10.1. Suspension and cancellation of services**

KOTOKAN may temporarily suspend access to the Platform without prior notice due to maintenance, repair, update or improvement operations.

Especially, KOTOKAN reserves the right to eliminate, limit or prevent access to its Platform when technical difficulties arise due to events or circumstances beyond KOTOKAN's control that, at its discretion, decrease or cancel the standard security levels adopted for the proper functioning of the Platform.

KOTOKAN is not responsible for the lack of availability, maintenance and effective operation of the Platform, excluding, to the maximum extent permitted by current legislation, any liability for damages of any kind that may be due to lack of availability or continuity. of the operation of the Platform.

KOTOKAN also does not assume responsibility for the cancellation or suspension of services on the Platform for reasons that are not attributable to it. In any case, KOTOKAN is committed to solving the problems that may arise and offering all the necessary support to the user to reach a quick and satisfactory solution to the incident

## **10.2. Force majeure**

KOTOKAN is not responsible for cases of force majeure, understood as the failure, suspension or interruption of the services or use of the Platform, as a result of blocking the Internet network, actions or omissions of third parties, or any other causes or circumstances independent of the will of KOTOKAN that prevent the normal use of the Platform.

## **10.3. Hyperlinks**

The Application may contain hyperlinks that allow the user to access third-party platforms or websites. KOTOKAN does not assume any responsibility for the content, information or services that may appear on said platforms, which will be understood to be offered exclusively for informational purposes by KOTOKAN, and that in no case imply any relationship, acceptance or endorsement between KOTOKAN and the people or entities that own such content or owners of the sites where they are found.

In these cases, KOTOKAN will not be responsible for establishing the General and particular Terms and Conditions to be taken into account in the use, provision or contracting of these services by third

KOTOKAN does not have the power or human or technical means to know, control or approve all the information, content, products or services provided by other web pages to which links can be established from the Platform. Consequently, KOTOKAN will not be able to assume any type of responsibility for any aspect related to the web pages to which a link could be established from the Platform, specifically, by way of example and not limited to, on their operation, access, data, information, files, quality and reliability of its products and services, its own links and/or any of its contents, in general.

However, in the event that KOTOKAN comes to have effective knowledge that the activity or information to which it is referred from said links is illegal, constitutes a crime or may damage the property or rights of a third party, it will act with the necessary diligence to delete or disable the corresponding link as soon as possible.

Likewise, if users had effective knowledge of the illegality of activities carried out through these third-party web pages, they must immediately notify KOTOKAN so that the access link to it may be disabled.

## **11. DURATION AND MODIFICATION**

The conditions that are published at the time the user accesses the KOTOKAN Platform are understood as valid.

If any provision of these Terms and Conditions is declared unenforceable or invalid, said provision will be limited or eliminated to the minimum extent necessary so that the remaining conditions and obligations remain in full force and effect and are binding.

KOTOKAN may delete, modify or replace the contents of this document at any time, publishing or sending a notification through the Platform or by email, with no possibility for the user to demand any compensation.

## **12. DATA PROTECTION**

KOTOKAN respects the privacy of its users and will ensure that personal data is processed in accordance with current legislation.

For more information about KOTOKAN's privacy policy, visit the following link: <https://kotokan.net/privacy-policy/>

## **13. LANGUAGE**

KOTOKAN can translate these Terms and Conditions or any other

will prevail in case of conflict with other translations.

#### **14. JURISDICTION AND LEGISLATION**

For the resolution of any discrepancy, question or claim derived directly or indirectly from the interpretation or execution of these Terms and Conditions, the parties agree that they submit to the courts and tribunals of the city of Madrid. In addition, the parties agree that the interpretation of these Terms and Conditions will be subject to Spanish law.

#### **15. CONTACT WITH KOTOKAN**

In the event that Users have any type of problem, objection or wish to report improper, inappropriate or content that is not adapted to the purposes of the Platform, they may contact KOTOKAN through the following email address: [info@kotokan.game](mailto:info@kotokan.game)