



## Terms & Conditions 2019 for Cybersmarties.com

### CyberSmarties.com standards

CyberSmarties.com gives Primary School Kids the power to connect and share in a controlled and safe environment. CyberSmarties.com's first priority is safety for its members, it's why we are here and whilst we take every precaution to prevent bullying of any kind, it is always possible that we miss something and take no responsibility for misuse by members or against members or schools. Only a Teacher/Principal may sign up students on behalf of their relevant school. The Teacher/Principal accepts responsibility for authenticating each student in their school as a real child within their relevant school. A Teacher/Principal is not allowed to authenticate students who are not from their school or over the age of 12 years old. What we do guarantee is that safety is our first concern and will take immediate action to prevent any misuse. We do not under any circumstances share personal information on members or schools with any third party. We do not gather personal information such as names, date of birth's, email addresses or Guardian contact details. Please review these standards. They will help you understand what type of expression is acceptable, consent required, and what type of content may be reported and removed.

### Safety

We do our best to keep CyberSmarties.com safe. We need your help to keep CyberSmarties.com safe, which includes the following commitments by you as a member, if you are a teacher signing up students on behalf of your school and by us:

1. You will not post unauthorized commercial communications (such as spam) on CyberSmarties.com.
2. You will not collect users' content or information, or otherwise access CyberSmarties.com, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on CyberSmarties.com

4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence. We do not under any circumstances share personal information of members or schools with third parties.
8. You will not offer any contest, giveaway, or sweepstakes (“promotion”) on CyberSmarties.com.
9. You will not use CyberSmarties.com to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of CyberSmarties.com, such as a denial of service attack or interference with page rendering or other CyberSmarties.com’s functionality.
11. You will not facilitate or encourage any violations of this Statement or our policies.
12. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
13. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
14. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user’s actual name).
15. Our Fully Monitored Version allows us to look at Private Messages in the interest of protecting all members on our site. Cybersmarties keeps no personal data on any member, does not know the identity of any member nor shares any data on its members. As a member you accept that your messages may be monitored in the interests of safety.
16. The decision of our Cyber Referees/Monitors in relation to temporarily or permanently suspending a member for misuse or deliberately causing harm to another member is final. As a member you accept the decisions made by our Cyber Referees/Monitors in the interest of safety.

17. Cybersmarties.com use Code.Org material as our partner in providing Coding Educational Material. We are not responsible for any content, material or service provided by the Code.Org site or by accessing the Code.org site via Cybersmarties.com
18. We do not gather personal information such as name, date of birth, email addresses or guardian contact details.

### **Protecting Other People's Rights**

1. We respect other people's rights, and expect you to do the same.
2. You will not post content or take any action on CyberSmarties.com that infringes or violates someone else's rights or otherwise violates the law.
3. We can remove any content or information you post on CyberSmarties.com if we believe that it violates this Statement or our policies.
4. We provide you with tools to help you protect yourself like flagging inappropriate messages or members. We expect you to use this safety system in an appropriate manner.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including CyberSmarties.com, the CyberSmarties.com and Logos), or any confusingly similar marks, except as expressly permitted by us and with our written permission.
7. You are not permitted to collect information from users for any purpose.
8. You will not post anyone's identification documents or sensitive information on CyberSmarties.com.
9. You will not tag users or send email invitations to non-users without their consent. CyberSmarties.com offers social reporting tools to enable users to provide feedback about tagging.

## **Violence and Threats**

Safety is CyberSmarties.com's top priority. We remove content and may escalate to law enforcement when we perceive a genuine risk of physical harm, or a direct threat to public safety. You may not credibly threaten others, or organize acts of real-world violence. Organizations with a record of terrorist or violent criminal activity are not allowed to maintain a presence on our site. We also prohibit promoting, planning or celebrating any of your actions if they have, or could, result in financial harm to others, including theft and vandalism.

### **Self-harm**

CyberSmarties.com takes threats of self-harm very seriously. We remove any promotion or encouragement of self-mutilation, eating disorders or hard drug abuse. We also work with suicide prevention agencies to provide assistance for people in distress.

### **Bullying and Harassment**

CyberSmarties.com does not tolerate bullying or harassment and enforce a zero-tolerance policy. We allow users to speak freely privately but take action on all reports of abusive behaviour directed at private individuals. Repeatedly targeting other users with unwanted friend requests or messages is a form of harassment.

### **Hate speech**

CyberSmarties.com does not permit hate speech, but distinguishes between serious and humorous speech. While we encourage you to challenge ideas, institutions, events, and practices, we do not permit individuals or groups to attack others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition.

### **Graphic Content**

CyberSmarties.com at this time does not allow student members to upload pictures or videos as part of their private messages. This is done in the interests of safety and anti-cyberbullying policy. Our belief is that members become friends and share experiences based on common personal interests. When members upload avatars as part of their personal profile, we expect that they will share in a responsible manner. That include choosing carefully the audience for the content. Any content, messages or misuse of content we believe are of a sexual or offence nature will be removed.

### **Identity and Privacy**

On CyberSmarties.com members may not connect using their real names and identities. We ask that you refrain from publishing the personal information of others without their consent. Claiming to be another person, creating a false presence for an organization, or creating multiple accounts undermines community and violates CyberSmarties.com's terms.

**Intellectual property**

Before sharing content on CyberSmarties.com, please be sure you have the right to do so. We ask that you respect copyrights, trademarks, and other legal rights.

**Regulated Goods**

It is not permitted to complete transactions involving regulated goods on our platform. If you post an offer involving firearms, alcohol, tobacco, or adult products, we will remove this content in the interests of safety. You are not allowed to use your profile to connect with other members to use them as consumers or to sell products.

**Phishing and Spam**

We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security. We also ask that you respect our members by not contacting them for commercial purposes without their consent.

**Security**

We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security, including those that use fraud or deception. Additionally, we ask that you respect our members by not contacting them for commercial purposes without their consent.

**Reporting abuse**

If you see something on CyberSmarties.com that you believe violates our terms, you should report it to us on [admin@CyberSmarties.com](mailto:admin@CyberSmarties.com). Please keep in mind that reporting a piece of content does not guarantee that it will be removed from the site. Because of the diversity of our community, it's possible that something could be disagreeable or disturbing to you without meeting the criteria for being removed or blocked.

**Schools - Parental Consent/Guardian**

Cybersmarties relationship is directly with schools only as a means of verifying children as real children and as such the school is representative of the users within that school. Each school has autonomy in its own right and therefore we recommend that each school receives parental/guardian consent on behalf of each and all of its students to become members of Cybersmarties. When a school agrees to our terms and conditions, it is on the presumption that all of its students have the consent of their parents/guardian to become members of Cybersmarties. Cybersmarties is not responsible if a student is a member of Cybersmarties without parental/guardian consent as it is the responsibility of their respective school to gather such consent from parents of all its students. If a parent does not wish their child to become a member of Cybersmarties, they are to contact their

respective school and ask them to contact us with the required username. We will then remove that username/member from Cybersmarties immediately.

### **Apps, websites and third-party integrations on or using our Services**

When you use third-party apps, websites or other services that use, or are integrated with, our platform, they may receive information about you. For example, when you play a game from a third party provider on our platform, the game developer or website may get information about your activities in the game. In addition, when you download or use such third-party services, they can access information such as your country/language and gender, devices you use as well as any information that you share with them but not information such as your ID username and age. Information collected by these apps, websites or integrated services is subject to their own terms and policies and Cybersmarties are not responsible for how these third parties use this information

## **GDPR (The General Data Protection Regulation)**

### **Personal Data**

#### **What Personal Data We DO NOT Hold**

- Student Real Name
- Gender
- Age
- Real Photo

We do not use any Student's data for any purpose other than to improve our behavioural technology to reduce cyber-bullying and encourage wellbeing.

#### **What Personal Data We Hold**

- Student
  - Username and Password (System Generated)
  - Nickname
  - Interests
  - Class Name
  - School Name
- Teacher
  - Username and Password (System Generated)
  - Teacher's Name
  - Teacher's Contact Number (For the purpose of emergency contact)
  - Teacher's Contact Email
  - School Contact Number
  - School Contact Email

- School Name

### **Data Subject Rights**

More details are available upon request.

### **Accuracy and Retention**

More details are available upon request.

### **Transparency Requirements**

More details are available upon request.

### **Other Data Controller Obligations**

More details are available upon request.

### **Data Security**

More details are available upon request.

### **Data Breaches**

More details are available upon request.

### **International Data Transfers (Outside EEA) - Not Applicable**

WE TRY TO KEEP CYBERSMARTIES, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING CYBERSMARTIES AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT CYBERSMARTIES WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT CYBERSMARTIES WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. CYBERSMARTIES IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR CYBERSMARTIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR CYBERSMARTIES WILL NOT EXCEED THE GREATER OF ONE HUNDRED EURO (€100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, CYBERSMARTIES'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.