Terms & Policies

Edudata.io (3460068-8) — Cloudpoint Oy (Business ID 2325703-6, VAT FI23257036) • Malminkaari 17–19 B, 00700 Helsinki, Finland • DPO: tietosuoja@cloudpoint.fi

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Learn about the terms and policies governing the use of the Edudata.io platform and the services operated by Cloudpoint Oy.

EDUDATA.IO TERMS OF SERVICE

Effective Date: November 10, 2026

These Terms of Service ("Terms") describe your rights and obligations when using the Edudata.io service ("Service"), operated by Cloudpoint Oy ("us," "we," "our," or "Company"). Please read these Terms carefully before using any version of the Edudata.io Service.

The Service is provided by **Edudata.io (Business ID 3460068-8), part of Cloudpoint Oy (Business ID 2325703-6, VAT ID FI23257036)**, headquartered at Malminkaari 17-19B, 00700 Helsinki, Finland (Data Protection Officer / DPO: tietosuoja@cloudpoint.fi, support: info@edudata.io, tel. +358 9 4257 9280).

⚠ IMPORTANT DISCLOSURE

The Edudata.io Service provides curated information and a proprietary framework to assist your organization in conducting risk assessments. It is crucial to understand that Edudata.io does not assume responsibility for decisions made using any of its Service versions. The responsibility for making decisions about their use, and ensuring compliance with all applicable laws (including GDPR) rests solely with your organization and its designated decision-makers. Edudata.io is not liable for any errors, omissions, or consequences arising from decisions made using the Service. Customers are responsible for exercising their own due diligence.

Furthermore, access to and use of this Service, including the structure, organization, presentation of its data, and the insights it reveals into Edudata.io's proprietary methodology and know-how, is strictly limited to eligible education providers and bound by these Terms. Any use by competitors, for competitive analysis, reverse engineering, or to gain unauthorized insights into Edudata.io's processes, data curation, or business model, is expressly prohibited and subject to significant financial consequences and predetermined damages as detailed in these Terms.

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1. General Service Overview and Version Descriptions

Edudata.io is used to assess data protection, AI and security compliance as well as overall suitability of digital services used in education. The Service is intended for Customers (e.g., cities, municipalities, education providers, educational institutions), hereinafter referred to as either the “Customer” or the “Education Provider”.

Edudata.io supports the provider of the education in maintaining up-to-date documentation of the processing of student personal data in various digital services used in education.

Edudata.io Service Components:

- **EDUDATA Compliance:** Consists of the Edudata.io platform itself and a curated list of digital services used in education, along with detailed information about them.
- **EDUDATA Compliance Service:** A professional service where the Company or a Partner evaluates digital educational services, allowing the Customer to map and manage related risks and submit services for evaluation.
- **EDUDATA Privacy:** A transparency tool that allows a student to see the digital services in use, the data processed in those services, the data retention period, and when the user has logged in with their EDU credentials.
- **EDUDATA Security:** A component that collects first- and second-level login data from separately defined learning environments and, after pseudonymization, is stored and managed by the Customer (Data Controller). This component also offers analytics tools for the collected data.

Edudata.io Service Versions:

- **a. Edudata Starter:** Provides basic access to the Edudata.io Compliance platform and the list of services. Users conduct their own risk assessments. This version does not provide specific recommendations or AI-assisted features, nor does it include access to the EDUDATA Privacy App. Features and functionalities of the Free Version are subject to change or limitation at Company's sole discretion. Please note that the Free Version does not include any technical support, service level agreements (SLAs), or guarantees of uptime. Offered "as is" and without guarantee of continuous provision, support, or maintenance.
- **b. Edudata Advanced:** A paid service tier where risk assessments are augmented by Artificial Intelligence capabilities integrated into the Edudata.io Compliance platform (Google Cloud Vertex AI `europe-north1` Finland and Document AI `eu` multi-region as well as the isolated database `edudata-ai-db`; Customer data is never used to train AI models). The AI provides assistance and insights (*Human-in-the-Loop*), but the ultimate responsibility for validating and acting upon the assessments remains with the Customer. This version includes access to the EDUDATA Privacy App.

- **c. Edudata Premium:** A paid service tier that includes the Edudata.io Compliance platform and where risk assessments are conducted by Edudata.io's legal advisors (as part of Edudata.io Compliance Service). These assessments and recommendations are provided as professional guidance and the responsibility for the final decision and compliance remains solely with the Customer. This version also includes access to the Edudata.io Privacy App.

2. Acceptance of Terms & Authority to Bind Organization

- **a. Binding Agreement:** These Terms form a legally binding agreement between your organization and Edudata.io.
- **b. Authority:** By creating an account, accessing, or using any version of the Edudata.io Service, the individual doing so ("Authorized Individual") personally warrants and represents that:
- i. They are accepting these Terms on behalf of a legally recognized organization (e.g., an educational institution).
- ii. They possess the full legal authority to enter into and bind that organization to these Terms.
- iii. The organization they represent agrees to be, and shall be, fully bound by all terms and conditions herein.
- **c. Reliance on Representation:** Edudata.io relies on this representation of authority. If the Authorized Individual does not have such authority, they will be held individually liable for any breaches of these Terms and any resulting damages or losses incurred by Edudata.io, in addition to any liability of the organization.
- **d. Acceptance:** By proceeding with account creation, access, or use of the Service, the Authorized Individual, on behalf of their organization, signifies that their organization has read, understood, and agrees to be bound by these Terms. If your organization does not agree with these Terms, or if the Authorized Individual lacks the authority to bind the organization, neither the Authorized Individual nor the organization may access or use the Service.
- **e. Simultaneous Electronic Execution & Version-Locking (`portal.cloudpoint.fi`):** These Terms of Service (Version 3.1) and the Data Processing Agreement (DPA Version 2.0, November 10, 2026) are executed and version-locked simultaneously either: (1) directly via electronic signature or acceptance in the **Cloudpoint Portal (`portal.cloudpoint.fi`)** using strong electronic identification (`Bink.fi` FTN in Finland / `Swedish BankID` in Sweden) or federated Single Sign-On (SSO); or (2) via an external electronic signature on the Customer's Order or Municipal Procurement Agreement, which is registered into `portal.cloudpoint.fi` and archived immutably in Google Cloud Storage WORM (`europe-north1`, Finland) with a cryptographic `SHA-256` digest.

3. Privacy and Contact Information

We process personal data in accordance with the Edudata.io data processing agreement between us and the Customer organization.

You can contact us by emailing us at info@edudata.io. In case we need to contact the customer, we will do so by writing to the email address provided by the Customer. "By writing" shall mean emails for all formal communications under these Terms.

4. User Access and Security

The use of the Service must be in compliance with these Terms. Users authenticate exclusively via the Customer's federated Single Sign-On Identity Provider (**Google Workspace SSO** or **Microsoft Entra ID / M365 SSO** under policy `CP-ISMS-AUTH-001 v1.1`). **Edudata.io never receives, processes, or stores user passwords.**

The Customer accepts the personal data processing practices as stated in the data processing agreement, privacy policy and these Terms. We may terminate the account at any time due to failure to adhere to these and other agreements in force between Customer and us.

The Customer is responsible for managing IdP access controls, multi-factor authentication (MFA), and endpoint security measures (including up-to-date anti-malware protection) within its own organization to prevent the transmission of malicious content into the Service.

5. Eligibility and Account Registration

- **a. Recognized Education Provider:** Access to and use of any version of the Edudata.io Service is strictly limited to institutions or entities that are formally recognized as education providers under the national law of their country of operation (e.g., schools, colleges, universities, accredited vocational training institutions and cities and municipalities (limited to their education sector)).
- **b. Organizational Warranty:** By registering for or using the Service, your organization, through its Authorized Individual, warrants and represents that it meets this eligibility criterion and is not, and is not affiliated with, a competitor of Edudata.io or any entity engaged in providing similar risk assessment, data privacy, or app evaluation services to educational institutions or other entities.
- **c. Verification:** Edudata.io reserves the right to request documentation or otherwise verify your organization's status as a recognized education provider, or its competitive status, at any time. Failure to provide satisfactory proof of eligibility upon request will result in immediate termination of your organization's access to the Service.
- **d. Account Responsibility:** Your organization is responsible for maintaining the confidentiality of account credentials and for all activities that occur under its account. Your organization agrees to notify Edudata.io immediately of any unauthorized use of its account.

6. Permitted Use and Restrictions

- **a. License:** Subject to your organization's compliance with these Terms and any applicable Subscription Agreement, Edudata.io grants your organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Service solely for its internal, non-commercial educational purposes, consistent with the specific version subscribed to.
- **b. Prohibited Uses:** All users must comply with the following rules regarding the acceptable use of the Service. Therefore, the user of the service must not:
- i. Use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously;
- ii. Transmit or otherwise use any material that is defamatory, offensive or otherwise objectionable in relation to the use of the Service;
- iii. Use the Service in a way that could damage, disable, overburden, impair or compromise our systems security, or interfere with other users;
- iv. Infringe our intellectual property rights.
- v. Use the Service, or any data, information, insights, methodologies, or any derivative thereof gained from the Service, for competitive analysis, benchmarking, product development, reverse engineering, or any other purpose that would compete with, provide intelligence to, or otherwise undermine Edudata.io's current or future services or business interests.
- vi. Rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Service or its outputs, except as part of the normal use of the Service permitted herein.
- vii. Collect or extract any information or data from the Service or our systems in order to attempt to decipher any transmissions to or from the servers running the Service;
- viii. Copy the Service or the content within it, except as part of the normal use of the Service as permitted by these Terms;
- ix. Translate, merge, adapt, vary, alter or modify the Service nor permit the Service to be combined with, or become incorporated in any other programs, except as necessary to use the Service as permitted by these Terms;
- x. Disassemble, de-compile, reverse engineer, or create applications or services based on the whole or any part of the Service.

In addition to any other remedies that may be available to us, we reserve the right to take remedial action we deem necessary, including immediate suspension or termination of a user, upon notice without liability, should there be any failure to abide by these acceptable use provisions or, if at the Company’s sole discretion, such action is deemed necessary to prevent disruption to the Services or harm to others.

For clarity on Permitted Use of Assessments and Recommendations: Acceptable use includes the use of the risk assessment service and related data to request assessment of digital teaching services, to make recommendations about them, and to share the decisions made on the basis of these recommendations with persons belonging to the Customer's organization. Recommendations or assessments made by the Company (specifically in AI-Assisted or Premium versions) are shared with the Customer's personnel, representatives, or Authorized Users whose access is necessary for performing their tasks. These recommendations or assessments cannot be shared with other organizations or persons outside the Customer's own organization without prior written consent from Edudata.io. The Customer can publish without restrictions the decisions they have made themselves, which do not contain the specific recommendation or assessment information provided by the Company.

7. Unauthorized Use by Non-Education Providers and Competitive Misuse

The Edudata.io Service is exclusively intended for and strictly limited to recognized education providers as defined in Section 5(a). Any access or use of the Service by an organization that does not meet this eligibility criterion, or any use for competitive purposes as prohibited in Section 6.b.v, without a separate, explicit written agreement with Edudata.io for such use, constitutes a material breach of these Terms and will result in severe consequences.

In the event Edudata.io determines that your organization is using the Service without meeting the eligibility requirements or for any prohibited competitive purpose:

- **a. Banned:** Your organization will be immediately and permanently banned from using any Edudata.io services. This includes both our free and any paid offerings.

b. Liquidated Damages: Your organization agrees to pay Edudata.io a sum of Two Hundred Fifty Thousand Euros (EUR 250,000 / 250 000 €) as liquidated damages.

This amount represents a reasonable pre-estimate of the significant and difficult-to-quantify damages incurred by Edudata.io due to such unauthorized competitive access, breach of these Terms, and the unauthorized acquisition, use, or leakage of Edudata.io's Proprietary Information, intellectual property, and competitive know-how. You acknowledge that this liquidated damages amount is not a penalty but a reasonable compensation for the foreseeable harm caused by your unauthorized access and competitive misuse.

- **c. Legal Remedies:** Edudata.io reserves the right to pursue any and all other legal remedies available, including but not limited to injunctive relief and additional damages, against the unauthorized organization and any individuals responsible for the misuse.

8. Confidentiality and Proprietary Information

- **a. Definition:** You acknowledge that the compilation, selection, arrangement, structure, organization, categorization, and presentation of the app details and related information within the Service, as well as any non-public features, functionalities, underlying methodologies, processes, business strategies, and know-how of the Edudata.io platform (collectively, "Proprietary Information"), constitute valuable trade secrets and confidential information of Edudata.io. This Proprietary Information derives economic value from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and Edudata.io has taken reasonable measures to keep it secret.
- **b. Obligation:** Your organization agrees to maintain the strict confidentiality of all Proprietary Information accessed through the Service. You shall not disclose, copy, reproduce, distribute, or otherwise use Proprietary Information for any purpose other than your internal, non-commercial educational use as permitted by these Terms. The Customer shall protect all Confidential Information of the Company as well as it protects its own Confidential Information, and not less than a reasonable standard of care. The Customer will not disclose any Confidential Information of the Company to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable them to exercise their rights or perform their obligations under the Agreement, provided that these persons in question have undertaken to keep the information confidential.
- **c. Prohibited Use by Competitors:** Specifically, you shall not use Proprietary Information to develop, enhance, or offer any competing product or service, or to advise or assist any third party in doing so, nor shall you disclose it to any competitor or any third party for competitive purposes. The Customer

shall not disclose any information regarding the risk assessments or recommendations to any third party outside the Customer organization.

- **d. Survival:** This Section 8 shall survive the termination or expiration of these Terms for a period of five (5) years, and in perpetuity with respect to trade secrets.

9. Intellectual Property Rights

The Company owns and retains ownership of the Service, including all intellectual property rights related to the Service. The rights related to the service are licensed to Customers for the duration of contract. For this reason, the Customer does not receive any intellectual property rights, but only the right to use the service in accordance with these Terms for the duration of the contract.

The Company has the right to use generic third-party application catalog metadata and anonymized application taxonomy to maintain and improve the shared Edudata application catalog. **However, the Customer's own internal DPIA decisions, customer-specific risk assessments, free-text governance notes, uploaded documents, and AI prompts/outputs remain strictly confidential to the Customer and are never disclosed to other customers or used to train general or cross-customer AI models (in strict accordance with DPA Version 2.0 § 12).**

The Company reserves all rights to the risk assessments and recommendations made by the Company. The Customer has access to these Customer-specific assessments and recommendations for the duration of the contract depending on the service version.

10. Changes and Updates to the Service

The Company may change the Service to comply with the relevant laws and regulations, add new features and/or to implement technical improvements, such as improving the security against cyber threats. These changes do not significantly affect the use of the Service. We will notify the Customer when we make larger changes.

The Company may update the Service or oblige the Customer to update the Service. It is the Customer’s responsibility to ensure that the updates are installed without delay.

11. Responsibility for Loss or Damages (Limitation of Liability)

Our liability for any loss or damage suffered by the Customer, whether foreseeable or not, is strictly limited to the maximum amounts specified below for each Service Version. We are responsible for foreseeable damages caused by our activities. If we fail to comply with these Terms, we carry responsibility for the loss or damage suffered by the Customer, subject to the limitations stated herein. However, reasonable measures may be taken only in the case where the loss or damage is a foreseeable result of us breaking our contractual obligations with you or our failing to use reasonable care and skill. Consequently, we are not liable for any loss or damage that cannot be reasonably considered as foreseeable.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if you discussed it with us before purchasing the Service.

We do not exclude or limit our liability in any way to the Customer where it would be unlawful. We are not liable for consequential or indirect damages.

Specific Liability Limitations per Service Version:

- **For the Free Version:** The maximum amount of damages that the Company can be liable for is One Hundred Euros (€100).
- **For the Advanced & Premium Versions:** The maximum amount of damages that the Company can be liable for is the amount paid by the Customer for the use of the Service during the last 12 months.

Edudata.io commits to exercising due professional diligence in generating AI-assisted recommendations for assessments and in providing legal advisor recommendations in the Premium Version. The purpose of the assessments and recommendations provided by the Service is to support and enhance the customer's own risk management and decision-making.

Edudata.io continuously develops its AI models and ensures the quality of legal advisor assessments through reviews and validations. Notwithstanding these efforts, the customer understands and accepts that these assessments are recommendations in nature and based on available information and communication with the service provider as well as with the customer. They do not supersede the customer's own independent judgment, due diligence obligation, decision-making, or compliance with statutory requirements.

Edudata.io shall not be liable for any damages, errors, or omissions, that result from (a) incorrect or incomplete input provided by the customer, (b) decisions made by the customer based on the assessments or recommendations provided by the Service, or (c) the use of assessments or recommendations other than those expressly provided by the Service.

12. Indemnification

To the extent permitted by mandatory law applicable to public-sector authorities and municipalities, your organization agrees to defend, indemnify, and hold harmless Edudata.io, its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) your organization's use of and access to the Service, including any data or content transmitted or received by your organization;
- (b) your organization's violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above;
- (c) your organization's violation of any third-party right, including without limitation any right of privacy or intellectual property rights;
- (d) your organization's violation of any applicable law, rule, or regulation;
- (e) any claim or damages that arise as a result of any of your organization's content or any content that is submitted via your organization's account; or
- (f) any other party's access and use of the Service with your organization's federated SSO credentials or session access.

13. Term and Termination

These Terms shall remain in force until the Service contract expires or the Service is terminated in accordance with the specific terms applicable to your Service version (e.g., Subscription Agreement for paid versions).

Upon expiration, termination or cancellation of the Service, the Company may immediately deactivate the Customer's account.

Personal data is deleted or returned in accordance with the Data Processing Agreement between Edudata.io and the Customer.

14. Miscellaneous Provisions

- **a. Transfer of Rights and Obligations:** We may transfer our rights and obligations under these Terms and this Agreement to another organization. In this case, we will be in contact with Customers well in advance before starting such actions. If the Customer does not accept the transfer, the Customer can contact us and terminate the contract with a 30-day notice period.
- **b. Transfer of Customer User Rights:** Company's written consent is required to transfer user rights to another person. This means that rights and/or obligations can only be transferred with a written consent. However, the Company has the right to reject the transfer request if a violation of Terms or other illegality appears during the evaluation of the transfer.
- **c. Third-Party Rights:** The rights under these Terms can only be exercised by the original user or a person to whom the right has been properly and legally transferred. Other persons do not have the right to demand the enforcement of any Terms.
- **d. Severability:** If a court finds any part of this contract illegal, the other parts of the contract will remain in force. Therefore, each point of these Terms must be evaluated separately. If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving to the

maximum extent possible the original intent and economic effect of such provision. If such modification is not possible, the provision shall be severed from these Terms, and the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the objectives of the original provision.

- **e. No Waiver:** If we do not invoke the agreement or Terms immediately when a violation of the Terms comes to our attention, we retain the right to invoke it at a later time. We can take legal action if the Customer intentionally violates the Terms of Service or otherwise acts unlawfully. We reserve the right to do this despite the fact that the Customer's breach may lead to the immediate termination of the contract.
- **f. Governing Law and Dispute Resolution:** All disputes and claims related to these Terms or their interpretation, validity or termination shall be resolved in the District Court of Helsinki under Finnish law and the General Data Protection Regulation (GDPR), *unless a local court and governing law have been explicitly agreed in the Main Agreement or Order with a municipal customer (in harmony with DPA Version 2.0 § 14)*.
- **g. Data Storage and Technical Infrastructure (Specific to Edudata.io Security Component):** The primary Edudata.io platform (Compliance, Compliance Service, Privacy) operates in the Company's Google Cloud Project `edudata-compliance-prod` (`europe-north1`, Finland). For Customers utilizing the optional self-hosted EDUDATA Security log sink component, those login logs are stored in a Google Cloud Project owned and managed by the Customer organization in a separate Firestore database. The Customer is required to pay for the expenses (Cloud costs) resulting from the use of their own Cloud project.

15. Changes to these Terms (3-Tier Change Governance Model)

Amendments to these Terms are governed by our 3-Tier Change Governance Model, harmonized with the Data Processing Agreement (DPA Version 2.0 § 15):

- **Tier 1 (Technical Clarifications & Security Enhancements — 0 Days' Notice):** Non-material clarifications, updates to statutory citations, and security or feature enhancements that do not degrade Customer rights or data protection guarantees (strict *No Material Degradation Guarantee*) take effect upon publication.
- **Tier 2 (Material Amendments — Minimum 30 Calendar Days' Prior Written Notice):** Material changes to these Terms are notified in writing by email to the Customer's designated contact person at least **thirty (30) calendar days** prior to taking effect.
- **Tier 3 (Bespoke Main Agreements — Bilateral Written Agreement):** Customer-specific terms agreed in a municipal or public-procurement Main Agreement may only be amended by a written agreement signed by both Parties.

16. Change History

10.11.2026: Version 3.1. Added simultaneous electronic execution and version-locking via `portal.cloudpoint.fi` (§ 2.e), federated SSO authentication with zero password storage (`CP-ISMS-AUTH-001 v1.1`, § 4 & § 12.f), confidentiality of Customer risk assessments and zero AI training (§ 9), public-sector mandatory law reservation and venue (§ 12 & § 14.f), and 3-Tier Change Governance Model (§ 15) harmonized with DPA v2.0.