

TERMS OF USE

PR1 GIFTED Serious Game

1. Introduction Welcome to the GIFTED Serious Game platform (the "Platform"). This Platform is designed for educators, parents, and headmasters to facilitate the identification and support of gifted students through a gamified educational experience. These Terms of Use ("Terms") govern your access to and use of the Platform. By accessing or using the Platform, you agree to comply with these Terms. If you do not agree, please do not use the Platform.

These Terms are governed by the **laws of the European Union (EU)**, including the **General Data Protection Regulation (GDPR)**. Users from the United Arab Emirates (UAE) must ensure they comply with applicable local regulations, but the Platform operates under EU laws.

2. Definitions

- **"Platform"** refers to the online environment where the GIFTED Serious Game is hosted, including all associated services and functionalities necessary for its operation.
- **"User"** refers to any person accessing or using the Platform, including educators, parents, headmasters, and general users.
- **"Educators"** refer to teachers and school staff authorized to implement the Serious Game.
- **"Serious Game"** refers to the digital game developed as part of the GIFTED E+ project.
- **"Operator"** refers to the entity responsible for managing the Platform.

3. Acceptance of Terms By using the Platform, you acknowledge that you have read, understood, and agreed to these Terms. We reserve the right to update these Terms at any time. Continued use of the Platform after modifications constitutes acceptance of the revised Terms.

4. User Registration & Responsibilities

- Users are responsible for the accuracy of the information they provide during registration.
- Schools must inform parents about the use of the Serious Game and obtain necessary consent where required.
- Users must keep login credentials secure and confidential.
- Unauthorized access or fraudulent activity is strictly prohibited.

5. Use of the Platform & Serious Game The Platform is provided **exclusively for educational and research purposes**. Users agree not to:

- Use the Platform for commercial purposes.
- Modify, distribute, or reproduce content from the Platform without authorization.
- Upload harmful or illegal content.
- Attempt to reverse engineer or disrupt the functionality of the Platform.

Educators and schools are responsible for ensuring proper implementation and guiding students through the game-based assessment process.

6. Data Protection & Privacy User data is collected, processed, and stored in compliance with **GDPR and the Privacy Policy**. The Privacy Policy is available on the website, and users must agree to it before using the Platform. The following data is collected and processed:

- **Data collected:** Each student is registered with an alphanumeric code to ensure anonymity. The system collects demographic details (e.g., gender, nationality, date of birth) and data related to the game performance, including responses to mathematical tasks and response times.
- **Purpose of data use:** The collected data is used solely for research and platform improvement. Aggregated and anonymized data may be used for scientific publications and dissemination of results.
- **Security measures:** All necessary measures are implemented to ensure compliance with applicable data protection laws. Data is stored securely on servers located in the European Union, and access is restricted to authorized personnel only.
- **User rights:** Since user data is collected in an anonymized form, it is not possible to directly identify individual users. Therefore, access, correction, or deletion of specific user data is not applicable to anonymized datasets. However, users may contact gifted@noahealth.it for any inquiries related to data processing or to request the deletion of their user account. Requests must be submitted to gifted@noahealth.it.

The project and all data processing activities have been reviewed and approved by an ethical committee to ensure compliance with child protection standards.

Users must review and agree to the **Privacy Policy**, which is available on the website, before using the Platform. User data is collected, processed, and stored in compliance with **GDPR and the Privacy Policy**. The Privacy Policy is available on the website, and users must agree to it before using the Platform. A separate **Privacy Policy** outlines details on:

- **Data collected** (e.g., anonymized student codes, game performance, demographic details).
- **Purpose of data use** (e.g., research, platform improvement).
- **User rights** regarding data access, correction, and deletion.

Users must review and agree to the **Privacy Policy**, which is available on the website, before using the Platform.

7. Intellectual Property

- The Platform and all associated content are the exclusive property of the GIFTED project consortium. Any third-party contributions, including educator-generated content, remain the property of their respective creators unless otherwise agreed upon in writing. By submitting content to the Platform, users grant the consortium a non-exclusive, royalty-free license to use such content for educational and research purposes within the scope of the project.
- Users may not copy, modify, or distribute any part of the Platform without express permission.
- **The Platform is an Open Educational Resource (OER) developed under the Erasmus+ GIFTED project (Project Code: 2021-1-IT02-KA220-SCH-000024512). Schools and educators are granted a license for educational purposes only.**

8. Limitation of Liability

- The Platform is provided "as is" without warranties of any kind. While we implement reasonable security measures, we do not guarantee that the Platform is free from vulnerabilities or cyber threats. We are not liable for any data breaches, unauthorized access, or security incidents beyond our control. Additionally, we are not responsible for data loss, inaccuracies, or service interruptions caused by third-party service providers or technical failures. Users are responsible for ensuring their own cybersecurity measures when accessing the Platform.
- We are not liable for technical issues, service interruptions, or data loss.
- Users assume full responsibility for their use of the Platform and compliance with relevant laws, including applicable local education laws in addition to GDPR regulations.

9. Termination & Account Deletion

- Users may request account deletion at any time.
- Accounts may be suspended or terminated for violating these Terms.
- Upon termination, user data will be handled in accordance with the Privacy Policy.

10. Contact Information & Support For inquiries regarding these Terms or platform-related support, please contact: gifted@noahealth.it.

- By using the Platform, you confirm that you have read and understood these Terms of Use and agree to comply with them.

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Last Updated: February 2025