

# Terms of Use for the LEARNING JOURNAL

## (Testing period: 1 September 2024 - 31 August 2025)

### I. INTRODUCTION

The Learning Journal is a web application designed to track students' progress through self-assessment. It enables students to evaluate their understanding using knowledge units. The process relies on subject-specific learning paths, which are divided into topics and knowledge units.

The web application provides several learning paths that teachers can customize according to their needs and preferences or use as templates. Students can access the learning paths to assess their knowledge or use them as study aids.

Teachers monitor their students' self-assessment results within their user profiles. They can track these results over specific periods, monitor individual students' progress and analyse their understanding of various knowledge units.

The Learning Journal is a learning tool and is not intended for checking or assessing knowledge by teachers.

### II. USE OF GENERAL TERMS AND CONDITIONS

(1) The Learning Journal web application is a service provided by eŠola d.o.o., Cerkevna ulica 11, 4290 Tržič, Slovenia. It is currently in a testing phase, and a decision regarding broader availability will be made after the testing period is complete.

(2) These terms of use for the Learning Journal service during its testing phase regulate the relationship between eŠola d.o.o., Cerkevna ulica 11, 4290 Tržič (hereafter: the provider) and the service users (hereafter: the user). They also provide information on personal data processing, as mandated by Articles 13 and 14 of the General Data Protection Regulation.

(3) The term "Learning Journal" refers to the web application, including the pre-designed learning paths.

(4) There are two types of users in the web application:

1. The teacher user has full access to their settings, learning paths and profile, where they can customize existing learning paths.
2. The student user can access self-assessment forms created by the teacher, who manages the access for the students in their classes.

(5) A learning path is the content of a subject, divided into different topics and knowledge units.

(6) A knowledge unit is the smallest learning objective. Students can use the statements "I can do it" or "I cannot do it" to evaluate their understanding of a specific knowledge unit.

(7) A self-assessment form is a questionnaire students use to evaluate their understanding of specific knowledge units.

(8) In the Learning Paths section, teacher users can select and add pre-designed learning paths to their collection and edit them according to their needs and preferences.

### **III. REGISTRATION AND ACCESS TO THE WEB APPLICATION**

(1) The Learning Journal defines two types of users:

1. The teacher user prepares and publishes content.
2. The student user utilizes the web application as a study aid or for self-assessment.

Both types of users access the web application with a username and password.

(2) The teacher user creates an account by completing the registration form on the website [www.learningjournal.app](http://www.learningjournal.app). The account is set up with the following details:

1. Email address
2. First and last name
3. Selection of the educational stage (primary or secondary school)
4. Entry of subjects and classes for which the user will use or create learning paths.

Based on the information provided in the registration form, the teacher user will receive login details – a username and temporary password – via email. After the initial login, the teacher user will be required to change the temporary password to a permanent one. For future logins to the Learning Journal, the teacher user will use their username and the new password.

(3) The responsibility of the teacher user is to maintain the confidentiality of their login details. They are also responsible for all activities on their user account. If the teacher user believes that their account has been used by an unauthorized person, they should contact the provider for assistance as soon as possible at the address [info@learningjournal.app](mailto:info@learningjournal.app).

(4) The teacher user grants access to the web application to the student user by adding them to their profile. The student user provides the teacher user with the following information for access:

1. First and last name
2. Email address
3. Grade/Year and class

After entering this information into the profile, the student user will receive login details – a username and password – via email. These details allow them to access the web application, accept the terms of use, and review the information regarding the processing of personal data.

(5) The teacher user is responsible for obtaining the necessary consent from the parents or guardians of the student users for the use of the Learning Journal web application. Additionally, the teacher user guarantees that the personal details of the student users in the application are accurate and correct (including first name, last name and class). To collect student data for the teacher's user profile, the provider recommends using the Consent Form for Student Use of the Learning Journal, which is an integral part of these terms of use.

## **IV. GUIDELINES FOR USING THE WEB APPLICATION**

(1) As a user of our services, you are required to adhere to the usage guidelines outlined below. These guidelines may be modified or supplemented during the trial period at our discretion. Violations of these guidelines may result in actions taken regarding your account, including the removal of content you have prepared and posted, temporary or permanent suspension of your account, or other measures deemed necessary and appropriate.

(2) Users are required to always behave respectfully towards other users and the provider of the web application. The following actions are prohibited:

1. Expressing hatred, discrimination, or insults based on race, gender, religion, nationality, sexual orientation, or any other personal characteristic.
2. Posting inappropriate content, including violent content.
3. Violating copyright and intellectual property laws.
4. Spreading false information or misleading content.

## **V. CONTENT OWNED BY THE PROVIDER**

(1) All content in the Learning Journal is the property of or under the management of the provider, except for the additions made by teachers in Learning Paths. This includes, but is not limited to, all texts, graphics, photos, logos and other images, videos, user interfaces, trademarks, computer code, and other content of the web application. It also includes the design, structure, layout, expression, and 'look and feel' of the web application.

(2) It is prohibited to use, reproduce, copy, modify, republish, perform, display, exhibit, translate, or distribute the contents of the web application to any other person, computer, server, website, or any other entity for commercial purposes without the explicit permission of the provider. Commercial purposes include selling, licensing, leasing, using in one's own business or website, incorporating into marketing materials or presentations, or using the contents of the website for any other commercial activities.

## **VI. USER CONTENT**

(1) Specific parts of our services allow users to add content to individual learning paths, either via email or by directly uploading content to the application. The user who adds such content retains the moral rights to it. However, the economic rights (the right to distribute, publish publicly, and modify) are transferred to the provider free of charge. This grants the provider the unlimited right to store, use, display, and enable access to the content shared for student users within the Learning Journal service.

(2) When a teacher user activates a class within a specific learning path in the Learning Paths profile, the learning path becomes visible to the student users in that class.

(3) The teacher user creates a self-assessment form within the Progress Tracking section of their profile, specifying the content, duration and type of the self-assessment, and class. This form is then sent to the student users' profiles. The self-assessment form is considered content created by the teacher user and is subject to the terms outlined in the first paragraph of this section.

(4) Before sharing or adding content, the teacher user is required to ensure its use is free from third-party rights (copyright, intellectual property rights) and has been properly reviewed to confirm it does not contain or transmit viruses, malware, or other harmful software.

## **VII. REPORTING INTELLECTUAL PROPERTY VIOLATIONS**

(1) The provider respects the copyright and intellectual property rights of others and expects the same from all users. Users must not publish any material, information, communications, data, or anything else that infringes upon the copyright, trademark, or patent rights of another user.

(2) It is the provider's policy to close the accounts of teacher users who repeatedly or severely violate these terms of use. Depending on the nature of the violation, the provider may also remove (delete) the disputed content.

## **VIII. PRIVACY POLICY**

(1) The use of the Learning Journal, as outlined in these terms of use, involves the processing of the personal data of all registered teacher and student users.

(2) Personal data that will be processed for teacher users includes username (personal name or other designation chosen by the user), email address, password (set by the user), make, model and software version of the smartphone, feedback regarding the performance of the application, review and rating of the user experience, suggestions for improvement, content added within learning paths, creation of self-assessment forms, and monitoring and analysis of self-assessments. Personal data that will be processed for student users includes personal name, email address, username, password, grade/year, class, subject, learning paths viewed (learning path, day, time, and duration of view), self-assessment forms used, self-assessment results (by knowledge unit and date), and monitoring of results and analysis of self-assessments conducted by the teacher user.

(3) Data controller and contact information: eŠola d.o.o., Cerkevna ulica 11, 4290 Tržič, email address: [info@easistent.com](mailto:info@easistent.com).

(4) Purpose and Legal Basis for Processing Personal Data: Personal data are processed for the purpose of providing the Learning Journal service during the testing phase, which includes gathering feedback from teacher users regarding the service's functionality, weaknesses, strengths, and overall user experience. The legal basis for processing data related to teacher users is the acceptance of these general terms (Article 6(1) (b) of the General Data Protection Regulation). Student users access the service based on their own decision or the decision of their parents or guardians to agree to these terms of use (Article 8 of the Personal Data Protection Act - ZVOP-2, consent for the use of information society services). In the initial step, for the purpose of obtaining contact data and creating registration details, children's personal data are processed based on consent (Article 6(1)(a) of the General Data Protection Regulation).

(5) Data Users: The data user is solely the data controller, and personal data are not disclosed to third parties. The teacher user has access only to the data that are part of their profile – specifically, the data of student users from their own class that they have personally added to the profile.

(6) Transfer of Personal Data to Third Countries: The data controller does not transfer personal data to third countries or international organizations.

(7) Retention Period for Personal Data: Personal data are retained as long as necessary to achieve the purpose (testing the Learning Journal service), but no longer than 5 years from the completion of the testing.

(8) Rights of the Individual: The user may request the data controller to exercise the following rights under data protection laws:

1. Access to Personal Data (Article 15 of the General Data Protection Regulation)
2. Correction or Erasure of Personal Data (Articles 16 and 17 of the General Data Protection Regulation)
3. Restriction of Personal Data Processing (Article 18 of the General Data Protection Regulation)
4. Notification regarding Correction, Erasure, or Restriction of Processing (Article 19 of the General Data Protection Regulation)

Protection Regulation)

5. Objection to Processing (Article 21 of the General Data Protection Regulation).
6. Data Portability (Article 20 of the General Data Protection Regulation)

(9) Right to Lodge a Complaint: An individual may file a complaint or objection regarding the processing of their personal data by the data controller with the supervisory authority: Information Commissioner of the Republic of Slovenia, Dunajska cesta 22, 1000 Ljubljana, email: [gp.ip@ip-rs.si](mailto:gp.ip@ip-rs.si).

(10) Automated Decision-Making: The data controller does not process personal data for automated decision-making.

## **IX. ARTIFICIAL INTELLIGENCE**

(1) The Learning Journal web application employs artificial intelligence from Microsoft Azure AI. This technology is used for voice commands and for generating tasks and examples designed for students to assess their own knowledge.

(2) Voice commands provide users with a more straightforward and interactive way to navigate the web application. The artificial intelligence analyses users' voice inputs and converts them into text commands, which the application then executes.

(3) Artificial intelligence helps create assignments and examples, allowing for personalized adjustments to learning materials. AI algorithms analyse student progress data and, based on this information, generate tasks and examples tailored to the individual needs of each student.

(4) Artificial intelligence is also used for the following purposes:

1. Creating lesson plans
2. Generating assignments
3. Providing learning ideas
4. Preparing educational content
5. Searching for students in a list
6. Recognizing text in images
7. Assisting with learning

Users acknowledge and agree that their data may be processed using artificial intelligence to enhance the functionality and user experience of the web application. Users have the right to request access to their data, as well as its correction or deletion, at any time, in accordance with the Privacy Policy.

(6) All processes involving artificial intelligence are conducted in accordance with applicable data protection laws and regulations governing AI use. The provider ensures that data is managed securely and responsibly, employing appropriate technical and organizational measures to protect against unauthorized access or misuse.

## **X. WITHDRAWAL FROM TESTING**

(1) A registered teacher user may withdraw from testing by requesting the provider to close their account. The provider will close the teacher user's account within 15 days of receiving the request.

(2) A teacher user can close a student user's account by deleting their profile.

(3) All content uploaded to the Learning Journal by the user before account closure will remain with the provider in accordance with Section VI of these Terms of Use.

## **XI. USE OF GENERAL TERMS AND THEIR AMENDMENTS**

(1) These general terms may be changed at any time, with the provider notifying users via email or another appropriate method.

(2) The amended general terms and privacy policy will take effect 15 days after being published on the website [https://learningjournal.app/splosni\\_pogoji](https://learningjournal.app/splosni_pogoji) and will be binding on users from that date, except for those who, within 15 days of receiving the notice of change, exercise their right to withdraw from the testing.

(3) eŠola d.o.o. may request a user who does not comply with these general terms to cease the violation or may, in the event of a breach, suspend or restrict the user's access to the service or parts of it.

(4) The competent court for resolving all disputes related to the service is the court having jurisdiction based on the location of eŠola.

Vladimir Balukčić

Chief Executive Officer (CEO)

eŠola d.o.o.

Tržič, 21 August 2024

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