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### Disclaimer

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## 2. List of abbreviation

MOOC: Massive Open Online Course

EU: European Union

PPS: PowerPoint Slide Show

RI: Research and Innovation

SSH: Social and Humanities Science

LCA,LCC,LCT: Life Cycle Assessment, Life Cycle Cost, Life Cycle Thinking

WP: Work Package

DL: Digital Literacy

## 3. Glossary

Platform: is a product that serves or enables other products or services.

MOOC: a course of study made available over the internet without charge to a very large number of people

Programming: the process or activity of writing computer programs:

Artificial Intelligence: the theory and development of computer systems able to perform tasks normally requiring human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages

Machine learning: the use and development of computer systems that are able to learn and adapt without following explicit instructions, by using algorithms and statistical models to analyse and draw inferences from patterns in data

Deliverable: a thing able to be provided, especially as a product of a development process

## 4. Introduction

Different perspectives can be used for the design of teaching interventions, each of which brings with it a 'way' of looking at the instructional-educational event.

Through the identification of six phases of work, a fundamental change from the frontal lecture is made visible: it is the student who is first confronted with the study materials, who identifies a personal way of understanding and only later, after having tried to understand and formulate questions, will he find in the teacher a reference to clarify his doubts, to nurture new knowledge.

1. Identify a research topic.
2. Find relevant information, select it, synthesise it.
3. Learning to organise one's own information for the purpose of exposition.
4. Presenting one's own work in a short time, learning not to lose out on the less important parts and instead devote time to those parts worthy of attention.
5. Learning to ask questions, to find points of criticism in the work of others, to support a discussion by arguing one's own choices and counter-arguing the observations of others.
6. Reading a text, learning to recognise its unclear or objectionable parts, expressing what they have found in the form of questions.

The networking of learning content contributes to the development of the student's self-learning and self-regulating learning skills. At present, the most evident manifestation of this phenomenon of reversal of learning phases, much more linked to the connection between informal, non-formal and informal spheres, can be observed in MOOCs (Massive Online Open Courses), online courses available to anyone who wants to sign up. If one associates this type of 'availability' of materials with 'mobile' technologies such as mobile phones, tablets, and the various wearable technological devices that can be used to continuously access the network to search, connect, select, and organise, one finds an enhancement of self-learning practices.

MOOCs as e-learning distance learning devices originated in 2008 and developed very substantially from 2012, when platforms specifically designed for MOOC strategy were released.

Massive means large-scale and indicates the potential audience reachable by the course, not only in terms of number of users, but also in terms of spatial vastness, on a practically worldwide scale. In this sense, the only constraint might be linguistic, as most courses are delivered in English: this is not only because English is a global language, learned as L2 in many countries around the world, but also because it offers the perception of participating in a transnational context and of gaining, through course attendance, greater opportunities for geographic mobility. Moreover, this is an incentive for people who doesn't speak English to learn it. Language obstacles may lead to abandonment and not continuing the course, but the opportunity to have it multilingual and always accessible breaks down language and time barriers.

The massivity of the MOOC approach also requires a cultural effort from users and designers: interacting and sharing with people from different cultures requires the overcoming of viewpoints and modalities belonging to more defined spheres, just as the

management of discussion and conflict and the consideration of the figure of the teacher may generate misunderstandings and create constraints to active participation and thus to learning.

**Open:** the openness that characterises the MOOC concerns three aspects of its structure. Firstly, the possibility of registering and participating in an absolutely free manner, without spatial or temporal constraints. Then, being open in terms of content, which is governed by a free licence and can be enjoyed by reshaping the curriculum to personal needs, with equally open and transparent evaluation processes. Thirdly, MOOCs are based on free platforms in terms of the technology made available and in terms of the pedagogical philosophy behind their implementation.

**Online:** this feature highlights how the network and global interconnectivity is an indispensable element for the use and dissemination of MOOCs.

**Course:** the course idea goes beyond a structured and prescribed path, but concerns the process view of a training itinerary that can follow an agenda and a scheduling of contents, but must also allow, through the modularity of the same, a self-regulated approach.

The development of open education and the use of open educational resources in education therefore involves massive openness on the part of educational institutions. The considerable development that MOOCs have acquired in the educational practices of the world's major universities (Oxford, Stanford, Duke, Berkeley, Harvard) has consequently led to the emergence of differential traits between the various types offered. Two categories have been formulated to distinguish the initial models from today's: xMOOC and cMOOC. The former refers to the industrial training model, while the latter compares to the connectivist model of learning with the emphasis on peer relationships.

The cMOOC, and in particular its underlying categories, are based on the principles of connectivist pedagogy (Downes, 2011). Downes, in fact, explains how a connectivist course retains the characteristic of conceiving the user as being immersed in a community of practising professionals. In this way, the subject assimilates thoughts and values that are typical of each individual practitioner who has had direct experience. In this way, the connectivist course becomes a form of community that has the learner's full learning objective.

Underlying his thinking, Downes posits four fundamental principles:

1. **Aggregation.** The MOOC course is a starting point as it provides students with various external resources to learn, consult or use.
2. **Remixing.** In the next phase, where the material has to be sorted, the content made available requires to be classified into categories, or by topics.
3. **Repurposing.** More complex phase of the learning process, since the active and dynamic participation of the students is essential.
4. **Feeding Forward.** This phase aims to encourage students to share their work with all other users.

This characterises the basis of connectivism, as well as the pedagogy of awareness. The characteristics of the connectivist approach consist of:

1. **Self-directed learning,** in which according to connectivists the learner who is immersed in information, learns autonomously and informally by having skills in communication and the creation of user created content
2. **Presence.** It consists in considering that the greater the intensity of the presence of the individual subjects, the stronger the bonds between the people involved, from which a greater capacity for learning arises

xMOOCs, on the other hand, do not have a particular pedagogical approach. Such courses open up new scenarios in the world of Lifelong Learning; however, they pursue opposite

aims to cMOOCs. The xMOOCs have a business and quantity/quality perspective on online training.

Within the upPE-T project, a Massive Open Online Course (MOOC) for European citizens is written in different languages, and focuses on children and youngsters will be developed by UNC and IDI for content preparation.

## 5. Executive summary

The starting point for the creation of the MOOC modules was to understand the consumer behaviour of the European scene in three pilot countries (Finland, Italy and Serbia) with different levels of consumption and recycling, analysed in Task 7.3 of WP7 of the upPE-T project. The results of the study, in conjunction with an in-depth desk research, allowed us to understand what European citizens buy, and their gaps in certain areas. The research thus enabled us to:

1. Studying the target audience
2. Analysing MOOC training proposals in the environmental and consumer fields
3. Select content material for the MOOC modules
4. Select a methodology

In addition to this, a call for ideas was proposed to the consortium and the Advisory Board, which actively contributed to the collection of appropriate information to be presented in the course.

The process that was followed in collaboration with the Task partners (DIGI and IDI) was based on the exchange of e-mails and meetings that led to some steps to create the MOOC:

The steps are 3:

1. Sector study

2. Design standards

3. Course creation

The second step was to identify the structure of the MOOC to subdivide the content. The five main macro-topics that would represent the five modules of the course were identified, which are:

1. use and consumption
2. 3R's and circular economy
3. Plastic and bioplastic
4. Health and environment
5. SSH and waste management legislation

Structure:

5 modules, each one has 3 chapters. At the end of each module there is a quiz to assess the competence.

	MODULE	TOPIC
MOOC INTRODUCTION		



1	<b><u>1 USE AND CONSUMPTION: culture of waste and consumption</u></b>	<i>Waste, conscious and sustainable consumption (+ 7.3 - market research)</i>
	INTRODUCTION M1	
	CHAPTER 1.1	“ ”
	CHAPTER 1.2	“ ”
	CHAPTER 1.3	“ ”
	QUIZ	
	ASSESSMENT/CERTIFICATION MODULE 1	
2	<b><u>-2. BEYOND THE R'S</u></b>	<i>circular economy</i>
	INTRODUCTION M2	
	CHAPTER 2.1	“ ”
	CHAPTER 2.2	“ ”
	CHAPTER 2.3	“ ”
	QUIZ	
	ASSESSMENT/CERTIFICATION MODULE 2	
3	<b><u>BIO: Benefits, Information, Observation</u></b>	<i>plastics, bioplastics and biodegradable plastics</i>
	INTRODUCTION M3	
	CHAPTER 3.1	“ ”
	CHAPTER 3.2	“ ”

	CHAPTER 3.3	“ “
	QUIZ	
	ASSESSMENT/CERTIFICATION MODULE 3	
4	<b><u>Cheers! Long live planet Earth and its inhabitants</u></b>	<i>impact on health and the environment</i>
	INTRODUCTION M4	
	CHAPTER 4.1	“ “
	CHAPTER 4.2	“ “
	CHAPTER 4.3	“ “
	QUIZ	
	ASSESSMENT/CERTIFICATION M4	
5	<b><u>Men are all the same (but so are women)</u></b>	<i>waste management and legislation (+SSH integration)</i>
	INTRODUCTION M5	
	CHAPTER 5.1	“ “
	CHAPTER 5.2	“ “
	CHAPTER 5.3	“ “
	QUIZ	
	ASSESSMENT/CERTIFICATION M5	
CONCLUSION AND GREETINGS		

Content of the Modules:

Module 1 USE AND CONSUMPTION: culture of waste and consumption

- Plastic use
- Plastic consumption
- Maslow pyramid and personal needs
- PET an PE
- Plastic bottle
- Pacific trash vortex
- Possible solution to change our habits

#### Module 2. BEYOND THE R'S

- Reduce, Reuse, Recycle
- Recycling symbols
- Recycling benefits, methods, suggestions
- Upcycle/recycle
- Circular Economy/linear economy
- Benefits of circular economy
- Agenda2030
- Sustainability (environmental, economical, social)

#### Module 3 BIO: Benefits, Information, Observation

- Definitions of Bio, Biological, Biodegradable, Bioplastics, Bioeconomy, Bio-based
- Bioplastics
- Types of bioplastics
- Diversified market of plastics
- How to recognise and choice bioplastics

#### Module 4 Cheers! Long live planet Earth and its inhabitants

- Overpopulation, Pollution, Fossil fuel, Deforestation
- LCA, LCT, LCC
- Carbon footprint
- Microplastics
- Cleaner oceans

#### Module 5 Men are all the same (but so are women)

- Environment and identity
- Littering
- Collecting and recycling practices
- Gender dimension related to the waste management (promotion of the gender equality in recycling sector)

#### Issues and their resolution:

1. problems related to translation: in order to make it usable for as many people as possible (and consequently also to achieve the KPIs), it was decided to give preference to writing because there are not enough resources to translate the videos into the partners' languages. There are also no hours allocated for translation, so those who expressed a willingness to translate the MOOC and who will collaborate with us did so voluntarily. The languages into which the MOOC will be translated are: English (source language), Italian, Serbian, Spanish and Greek. The possibility of translating them also into Finnish, German, Turkish, Estonian is being considered. The decision upon the written material is because of the translation into all these languages 10 minutes per module is impossible. At the same time, leaving everything in English or translating it into 2 languages is limiting.

2. target related problem: the MOOC mainly targets are youngster, but also minorities and vulnerable groups. Not everyone speaks English, and this makes translation even more necessary. At the same time, giving them the possibility to have a quiz to check the skills they have learnt and an assessment certificate at the end of the module can be a stimulus to conclude the chapters and move on, as well as rewarding. Having an introductory video and written and in-depth material allow the target audience to decide what level of knowledge they have on the topics covered.

3. structure related problem: Not only limited to the main target group but also considering the wider target group (and schools), having such a structured course allows you to always have the outline of the online course in mind, which facilitates the smoothness and usability of the MOOC experience. Moreover, being very similar structurally and methodologically to many online courses, it is user-friendly. Having long explanatory videos would lead to a loss of attention from users (especially after the distance learning and smart working of recent years), with the risk that they would not get to the quizzes, slides or in-depth material.

4. KPIs related problems: regarding the numbers to be achieved, also the metrics of evaluation and user count must be considered. Example of questions used to collect the metrics are: What part of the world are you from? What language are we using? What and which materials do you download? How many quizzes completed and, consequently, how many pdfs downloaded?

#### The implementation process included

- an initial call for ideas to gather topics based on Advisory Board and partners' suggestions and input
- the collection of all contents, dividing them by topics and then distributing them in each appropriate module
- the viewing of sources, the selection of useful material for the course and its reworking
- writing a first version
- a first revision by partners
- the implementation of the MOOC
- a second revision and subsequent writing of the final version
- the translation of the modules.

In addition to the modules, quizzes were also created, approved and translated.

In addition, each module has an introductory video: the videos of modules 1, 2 and 3 were created and edited by UNCU, the videos of modules 4 and 5 by IDI. In addition, UNCU and IDI jointly recorded an introductory video for the MOOC.



Summary slides of the modules were then created by IDI and translated into the planned languages by the partners.

All materials were collected and managed by UNCU.

The uploading of the materials onto the MOOC platform is the responsibility of DIGI, the creator of the platform. DIGI, as well as the other partners, has access to the materials as they were uploaded onto the shared project platform Teams.

## 6. Developed MOOC platform

Digiotouch has extended the European Citizens' Awareness Platform to host and deploy the contents generated by upPE-T partners. It is inline with the Deliverable 9.7. There are separate dedicated web pages that are branded with upPE-T logo, upPE-T MOOC contents prepared by UNCU and IDI, and discussion topics from upPE-T e.g., plastic upcycling. It is envisioned that MOOC contents will contribute to the discussions of European Citizens' Awareness Platform.

### 6.1 Supported features

The high level supported features are (which have been developed, tested, and validated during the upPE-T project).

- **User authentication** – it covers user sign up, log in, and password resetting.
- **Content Creator** – users who are creating and publishing MOOC(s) through the platform are termed as content creator. For such users, the platform supports creating a new course, adding a topic, adding video file(s), adding supplementary materials like quiz, detailed contents in PDF.
- **Learner** – users who consume the MOOC(s) are termed as learners. For them, the platform supports searching for contents through a search bar and viewing content on-demand. If an user leaves a video at a certain time, it is possible to resume the same video from exactly the point where the user left it making the platform user friendly. User can also rate the videos and enter into discussion with on the MOOC topic.
- Both content creator and learner are able to access the European citizens awareness platform (developed by M12) which has been extended to host the MOOCs. It is expected that the MOOC(s) will be one of the driver for the awareness and discussion about bio-plastics, recycling, upcycling among the European citizens.
- **Admin** – an admin interface has also been setup to moderate the content publishing and comments. Digiotouch will take up the role of admin for the platform and screen the contents and reviews for any unlawful content.

**The privacy policy and terms and conditions for the platform usage are described in the Annexes.**

### 6.2 Deployment and hosting

The MOOCs are hosted at <https://academy.digiotouch.app> and will be operationalised and maintained throughout the duration and beyond the conclusion of this project.

**Note** – a generic home page is hosted at <https://academy.digiotouch.app> which is common to any online platform. upPE-T contents and upPE-T branded pages are accessible from the home page, after successful log in to the platform.

The MOOCs were publicly launched during a webinar on citizens' awareness on plastic upcycling organised by the upPE-T project on 20<sup>th</sup> October 2022. A recording of the webinar is available at - <https://www.youtube.com/watch?v=kLduepLBTHU>.

## 7. Conclusion

From this MOOC we expect the digital literacy of a large European group of people. Digital literacy is crucial nowadays being a complex phenomenon that involves individuals, families, communities and systems. The aim is to raise awareness of: the issues of consumption and waste; their potential reduction, reuse and recycling; the differences with upcycling and downcycling; knowledge about the various types of plastics and their properties of biodegradability and compostability. This will bring awareness of the impact on health and the environment as well as of gender differences in waste management.

The communication activities of the MOOC will start from high schools and universities in order to reach 1,000 subscribers. It will be important to create a synergetic activity between partners, which has already been activated with their direct involvement in the call for ideas for the MOOC contents and translation of the course materials into Italian, Spanish, Greek, Turkish, Finnish, Serbs and German.

# Annex I – Privacy Policy of the MOOC platform

Last updated on 1<sup>st</sup> July 2022

## 1. General

Digiotouch OÜ (hereinafter, "**Digiotouch**", "**we**", "**us**" or "**our**") is committed to protecting and respecting your privacy.

This Privacy Policy (together with our Terms and Conditions) explains how we collect, process and use your Personal Information when You are registering an Account and accessing our Services on the Massive Open Online Courses (MOOC) Platform called "Digiotouch Academy". "**Personal Information**" is defined as information which can be used to identify a natural person. This can include, for example, your name, address, e-mail address, information about your activity, etc.

The purpose of this Privacy Policy is to inform You about:

- who is responsible for the protection of your information;
- the types of Personal Information we may collect about You and how they may be used;
- the sources from which we gather information about you;
- our use of information regarding IP addresses;
- any disclosure of the Personal Information to third parties;
- your ability to correct, update and delete your Personal Information; and
- the security measures we have in place to prevent the loss, misuse, or alteration of the Personal Information under our control.

When processing your Personal Information, Digiotouch is required to follow the requirements stipulated in the Regulation (EU) 2016/679 of the European Parliament and of the Council ("**GDPR**") and other data protection related legal acts which are applicable in a specific case ("**applicable data protection laws**").

## 2. Who is responsible for protection of your information?

The controller of your Personal Information is Digiotouch OÜ, registry code: 14507464; address: Narva mnt 5, 10117, Tallinn, Harju country, Estonia; email address: contact@digiotouch.com.

Should You have any questions about how we process your Personal Information, or should You wish to exercise any of your rights as a data subject, You can contact us, using the contact details provided above.

## 3. Gathering and Use of Personal Information

We may collect your Personal Information if You open an Account and use our Services. The types of the Personal Information which we collect may include your:

- first name and surname
- password
- date of birth and age
- address
- email address
- phone number
- place of employment



- IP address(es) and geographical location
- device and browser information:
  - device model
  - software platform
  - device software version
  - device universally unique identifier (UUID)
  - device manufacturer
  - device serial number

#### **4. We may use your Personal Information for the following purposes:**

- to allow You to register and use an Account in order to access our Services. The legal basis for processing your Personal Information in this case is GDPR Art 6(1)(b);
- to reply to your queries when You have contacted us. The legal basis for processing your Personal Information is either GDPR Art 6(1)(b) or Art 6(1)(f), depending on the circumstances. If the legal basis is GDPR Art 6(1)(f), then we are processing personal data for the legitimate interest of answering to queries from potential users;
- to analyse the use of our Platform. The legal basis for processing your Personal Information is GDPR Art 6(1)(f). This is for our legitimate interest of improving our Services;
- to provide You with information about products and promotions that may be of interest to you, from ourselves and third parties, although only if You have specifically agreed to receive such information. The legal basis for processing your Personal Information is GDPR Art 6(1)(a);
- for market research, e.g., surveying the users of our Platform and the Services about their needs and opinions. The legal basis for processing your Personal Information is GDPR Art 6(1)(a) or 6(1)(f), depending on the circumstances. If the data processing is done based on GDPR Art 6(1)(f), then it is done for the legitimate interest of improving the quality of our services.

We process your Personal Information only for the purpose(s) for which we have collected the Personal Information. If You object to the processing of your Personal Data that is based on statutory or contractual basis, you may not be able to access our Services.

#### **5. Sources of Personal Information**

We collect information about You from several sources including, but not limited to:

- information provided by you to us directly;
- your Account profile on the Platform;
- Google analytics.

#### **6. IP Addresses**

We may collect information about your computer or smart devices, including where available, your IP address, operating system and browser type for system administration. We note that this constitutes statistical data about our users' browsing actions and browsing patterns and it is not possible to identify any individuals.

#### **7. Cookies**

We use two kinds of cookies:

Firstly, we use cookies to store authentication details using a JSON Web Token (JWT). It is a persistent tool that remembers the authentication details of the users. This cookie stores data for 7 days (i.e., 168 hours).

Secondly, we use Google Analytics 4 to distinguish between the users and to throttle the request rate. As such, gtag.js, analytics.js and ga.js cookies shall be used. You are able to read more about Google Analytics 4 and the cookies they use [here](#).

## **8. Disclosure of Personal Information**

We use the Personal Information for the purposes indicated at the time You provide us with such information, and/or otherwise for the purposes set out in this Privacy Policy and/or as otherwise permitted by law. In certain cases, we may make your Personal Information available to our affiliates, agents, representatives and contractors.

Whenever we disclose your Personal Information to a third party, there will be a legal basis for this, and we will abide by all relevant rules stipulated in applicable data protection laws. Any third party which receives or has access to the Personal Information shall be required by us to protect such Personal Information and to use it only to carry out the services they are performing for You or for the Platform, unless otherwise required or permitted by law. We will ensure that any such third party is aware of our obligations under this Privacy Policy and we will enter into contracts with such third parties by which they are bound by terms no less protective of any Personal Information disclosed to them than the obligations we undertake to You under this Privacy Policy or which are imposed on us under applicable data protection laws.

Specifically, when it is needed and permitted by applicable data protection laws, we can share information about You with the following parties:

- our service providers;
- government and regulatory authorities, when requested;

Please note that we cooperate with partners in different countries, hence your Personal Information might be processed and stored in different jurisdictions, taking into account all the requirements pursuant to applicable data protection laws.

We are committed to ensuring the safety of your Personal Information at all times by using secured data transfer channels, contractual obligations and other means (i.e. working with only trusted partners that have implemented adequate data protection measures).

## **9. No Automated Decision Making**

Digiotouch does not carry out automated decisions regarding users. However, we will notify You in writing if this position changes.

## **10. Your rights as a data subject**

You have the following rights as a data subject, considering the relevant conditions stipulated in applicable data protection laws:

- right to access – your right to obtain from Digiotouch a confirmation as to whether or not Personal Information concerning You is being processed, and, where that is the case, access to the Personal Information;
- right to the erasure of your Personal Information (“right to be forgotten”);
- right to the correction of any inaccurate Personal Information;
- right to the restriction of our processing of your Personal Information;
- right to data portability;



- right to object to the processing of your Personal Information, including, but not only, to data processing for marketing purposes;
- right to withdraw your consent for data processing, in cases where the legal basis for the processing of your Personal Information is your consent.

You can exercise the abovementioned rights by sending an email to us at: [contact@digiotouch.com](mailto:contact@digiotouch.com).

You may also request the deletion of your Account and Personal Information by sending an email to us at: [contact@digiotouch.com](mailto:contact@digiotouch.com). Digiotouch will accept your request only when this is not inconsistent with its legal and regulatory obligations.

In addition to the above, you have the right to file a claim with your local supervisory authority or with a competent court, if You believe that Digiotouch has infringed your rights as a data subject. Information and contact details about local supervisory authorities can be found here: [https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en).

### **11.Data Transfers**

Digiotouch will not transfer personal data to a third country outside the EEA where data protection laws may be different from the requirements under the GDPR, except if appropriate safeguards such as the model clauses (i.e. standardised clauses approved by the European Commission) are in place, or if You have clearly consented to such transfer.

### **12.Security**

We have implemented appropriate technical and organisational measures to ensure the confidentiality of your Personal Information and to protect your Personal Information from loss, misuse, alteration or destruction. Only authorized personnel of Digiotouch have access to your Personal Information, and these personnel are required to treat the information as confidential.

The security measures in place will, from time to time, be reviewed in line with legal and technical developments.

### **13.Retention of Personal Information**

We will hold your Personal Information only for as long as it is necessary for us to do so, having regard to the purposes described in this Privacy Policy and our own legal and regulatory requirements. In certain cases, for example in case of accounting documents, the retention periods are stipulated in the law.

We may store your Personal Information for a period of 5 years if this is required by agreements which we have concluded with third parties (including, but not limited to, European Union funding agreements).

### **14.Links**

There may be links from our Platform to other websites and resources provided by third parties. This Privacy Policy applies only to our Services. Accessing third party websites or sources requires You to leave our Platform. We do not control third party websites or any of the content contained therein and You agree that we are in no way responsible or liable for any of those third party websites, including, without limitation, their content, policies, failures, promotions, products, services or actions and/or any damages, losses, failures or problems caused by, related to or arising from those websites. We encourage You to review all policies, rules, terms and regulations, including the privacy policies, of each website that You visit.

### **15.Amendments**

Digiotouch may amend this Privacy Policy from time to time. If we change this Privacy Policy, we will take steps to notify all users about the amendments and we will post the amended Privacy Policy on the Platform and send you a notification by e-mail.

## Annex II – Terms and conditions of the MOOC Platform

Last updated on 1<sup>st</sup> July 2022

### 1. General conditions

- 1.1. These Terms of Service govern Your access and use of the Massive Open Online Courses (MOOC) Platform called Digiotech Academy (hereinafter the “**Platform**”) available via the website <https://academy.digiotech.app>. The Terms constitute the legal agreement between You and Digiotech OÜ. Digiotech OÜ manages the Platform, which enables natural as well as legal persons to upload and view different educational videos.
- 1.2. You must read these Terms of Service (hereinafter the “**Terms**”) carefully before You use the Services.
- 1.3. By accepting these Terms, You confirm that You fully agree to all the terms and conditions set out herein. If You do not agree to the terms and conditions set out in these Terms, then You may not use the Services.
- 1.4. The Digiotech **Privacy Policy** is part of these Terms and regulates the processing of personal data on the Platform. You can find the Privacy Policy here: <https://academy.digiotech.app/privacy-policy>.

### 2. Definitions

- 2.1. “**Digiotech**”, “**us**”, “**we**” or “**our**” means Digiotech OÜ, an Estonian private limited company registered under registry code 14507464 and registered address Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117, Estonia, email address: [contact@digiotech.com](mailto:contact@digiotech.com).
- 2.2. “**You**”, “**your**” or “**User**” means a person using the Platform and the Services provided by Digiotech. It includes the consumers and traders.
- 2.3. “**Party**” means each of You and Digiotech and “**Parties**” means You and Digiotech collectively.
- 2.4. “**Publisher**” means the Party who wishes to upload educational videos.
- 2.5. “**User**” means the Party who wishes to view the educational videos uploaded by Publishers.
- 2.6. “**Video**” or “**Videos**” means the educational videos uploaded by Publishers, which are available on the Platform.
- 2.7. “**Unsuitable content**” means content, which is either pornographic, violent or otherwise in conflict with the good taste and morals, and thus, unsuitable to be presented on the Platform. Content which infringes IP rights of other persons is also considered as Unsuitable content. Digiotech retains the right to decide which content is Unsuitable content on a case-by-case basis.
- 2.8. “**IP rights**” – intellectual property rights such as copyright, trademarks etc.
- 2.9. “**Comment**” – comments written on the Platform by Publishers and Users as a response to Videos.
- 2.10. “**Services**” means the functions and services available on the Platform which are provided to You by Digiotech and are accessed through the website.
- 2.11. “**Account**” means the account created for You upon registration on the Platform. Separate Accounts must be created for acting as a Publisher or as a User on the Platform.
- 2.12. “**Digiotech IP**” means text, design, data, video content or other intellectual property, content or information, made available to You by Digiotech.

2.13. “**Third parties**” means the service providers engaged by Digiotech for the provision of the Services on the Platform.

### **3. General description. Accessing the Services. Registering an Account**

3.1. The Platform is intended for uploading and viewing Videos.

3.2. The Platform can limit the types of Videos that can be uploaded to the Platform and can delete the Videos already uploaded to the Platform in order to moderate the content available on the Platform and remove Unsuitable content from the Platform.

3.3. To use the Services, you must register an Account with Digiotech. Any use of the Services must be carried out by You exclusively through the Account opened for You.

3.4. To register an Account or to use any of the Services as natural person, You represent and warrant that:

3.4.1. You are at least 18 years of age;

3.4.2. You submit truthful and accurate information required for registration of the Account;

3.4.3. You will maintain the accuracy of such information;

3.4.4. Your use of the Services does not violate any applicable law or regulation or these Terms.

3.5. To register an Account or to use any of the Services as legal person, You represent and warrant that:

3.5.1. You are a duly established company;

3.5.2. The natural person acting as a representative of You has all the rights to represent;

3.5.3. You submit truthful and accurate information required for registration of the Account;

3.5.4. You will maintain the accuracy of such information;

3.5.5. Your use of the Services does not violate any applicable legal act.

3.6. In order to register an Account as a natural person, You must provide us with the following information:

3.6.1. Full name;

3.6.2. E-mail address;

3.6.3. Phone number.

3.7. In order to register an Account as a legal person, You must provide us with the following information:

3.7.1. Legal name of the business;

3.7.2. Commercial registry code;

3.7.3. Legal address of the business;

3.7.4. Contact e-mail;

3.7.5. VAT number;

3.7.6. Legal representative’s full name, e-mail address and phone number.

- 3.8. You are responsible for maintaining adequate security and control of any login IDs, passwords, keys, personal identification numbers (PINs), mnemonic phrases and any other codes or devices which are intended to or can otherwise be used to access the Account and/or use the Services.
- 3.9. We will require login credentials to access your Account. We may impose additional security measures when You access our Services, for example a two-factor authentication by sending security passcodes via mobile text message, electronic mail or by other means or we may add third party multi-factor authentication to our Services. We can make any form of security measures optional or mandatory at our discretion.
- 3.10. We may limit the use of our Services to certain hardware devices and/or supported software. We do not guarantee that our Services will be accessible through all manufacturers of electronic devices or software developers.
- 3.11. You have the obligation to notify Digiotech of any unauthorized use and fully and timely cooperate with Digiotech in the investigation of any suspected unauthorized access to the Account or use of the Services.
- 3.12. All information You provide to Digiotech at any time (including but not limited to the information provided upon the registering of the Account) must be accurate, current and complete and may not be misleading in any respect. Digiotech may, from time to time, request such information to be updated and/or supplemented, in which case You are obliged to provide Digiotech with the updated and/or supplemented information without delay. If You are not able or willing to update such information, Digiotech has the right to close your Account and/or restrict You from accessing the Services.

#### **4. Restrictions and obligations**

- 4.1. You agree that You will not do any of the following while using or accessing the Services:
- 4.1.1. Impersonate or misrepresent your affiliation with any person or entity or otherwise commit fraud;
  - 4.1.2. Reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Platform;
  - 4.1.3. Use the Platform or Services for the Your own commercial manner, that includes modifying or selling the platform itself;
  - 4.1.4. Circumvent, disable or otherwise interfere with security related features of the Platform or Services, or features that prevent or restrict use or copying of any Digiotech IP;
  - 4.1.5. Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available on the Platform, servers or networks connected to the Platform, or the technical delivery systems of our providers or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
  - 4.1.6. Attempt to probe, scan or test the vulnerability of any of our systems or networks or breach or impair or circumvent any security or authentication measures protecting the Platform and Services;
  - 4.1.7. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Platform and Services;
  - 4.1.8. Attempt to scrape, parse, access, search or meta-search the Platform with any engine, software, tool, agent, device or mechanism other than software

and/or search agents provided by Digiotech or other generally available third-party web browsers;

4.1.9. Use the Platform to send altered, deceptive or false source-identifying information;

4.1.10. Use the Platform or Services in any manner not permitted by these Terms;

4.1.11. Encourage or instruct any other individuals to do any of the foregoing or to violate these Terms.

4.2. You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any purported assignment or delegation by You without our appropriate prior written consent will be null and void.

4.3. We may assign these Terms or any rights hereunder without Your consent.

## 5. Fees

5.1. Digiotech shall provide the Services for free. Digiotech retains the right to decide in the future to set a price for the Services and the use of the Platform. In that case, Digiotech shall give previous notice of such change in a reasonable time period.

5.2. Digiotech shall not offer monetary compensation to the Publishers. Digiotech retains the right to decide in the future to offer monetary compensation to the Publishers for the uploaded Videos. In that case, Digiotech shall give previous notice of such change and the terms of the monetary compensation in a reasonable time period.

## 6. Obligations and liability related to the Videos

6.1. Digiotech is not the Publisher, but merely provides a Platform where the Videos can be uploaded and viewed. All IP rights related to the uploaded Video remain the property of the Publisher of that Video.

6.2. Users may not violate Publisher's IP rights. You understand that should you violate a Publisher's IP rights by misusing the Video uploaded by them to the Platform, you are solely liable for any damage that may arise, including possible damage to Digiotech and third parties.

6.3. You ensure that by publishing a Video to the Platform You do not violate other persons' IP rights. You understand that should you violate other persons' IP rights by uploading such Video to the Platform, you are solely liable for any damage that may arise, including possible damage to Digiotech and third parties.

6.4. In order to upload a Video to the Platform, the Publisher must carry out the following steps:

6.4.1. create a course on the Platform;

6.4.2. provide necessary information regarding the course, such as the title, overview, subject etc;

6.4.3. provide the description of the course;

6.4.4. upload the Video under the created course;

6.4.5. choose the option to make the course public.

6.5. The Publisher must ensure that the Video corresponds to the description offered with the Video and that the Video does not include Unsuitable content.

- 6.6. In case a Video includes Unsuitable content, a User may flag the Video. Digiotech shall then review the Video and decide on whether to remove the Video from the Platform or whether to ask the Publisher of that Video to amend the description of the Video or the Video itself.
- 6.7. If Digiotech decides to remove a Video from the Platform because it includes Unsuitable content, we shall notify the Publisher of that Video.
- 6.8. Users and Publishers may leave Comments under the Videos. Such Comments may not contain Unsuitable content. Digiotech retains the right to delete all Comments which include unsuitable content without notifying the author of the Comment.
- 6.9. If You discover a Video or Comment which includes Unsuitable content, You may lodge Your complaint by sending an email to [contact@digiotech.com](mailto:contact@digiotech.com) with a topic "UNSUITABLE CONTENT" in which we ask You to provide us with a direct reference to such Comment or video and to describe the nature of the content being Unsuitable content.
- 6.10. Digiotech has the right to close Your Account without previous notice if You have repeatedly violated Your obligation to not upload Unsuitable content in Your Comments or Videos or if Digiotech has a reason to believe due to Your previous actions that You might continue to violate this obligation. You have the right to request Digiotech to explain such decision to you by sending an email to [contact@digiotech.com](mailto:contact@digiotech.com).

## 7. Digiotech IP

- 7.1. Unless otherwise clearly stated above, all copyright and other IP rights present in the Services or displayed in connection with the Services and the Platform, registered or not, are owned by or licensed to Digiotech. The foregoing also applies towards any software solutions or parts of it, programs and code present in the Service.
- 7.2. Subject to Your compliance with these Terms, we give You a personal, worldwide, royalty-free, non-assignable and non-exclusive license to access and use the App and Services for Your own personal use. This license is for the sole purpose of enabling You to use and enjoy the benefits of the Platform and Services in the manner permitted by these Terms.
- 7.3. Your license to use the Services is limited by the following restrictions:
- 7.3.1. you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services;
  - 7.3.2. you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services;
  - 7.3.3. you shall not access the Services in order to build a similar or competitive service;
  - 7.3.4. you shall not copy, reproduce, distribute, republish, download, display, post or transmit any part of the Services in any form or by any means; and
  - 7.3.5. You may not use the Services in connection with any other website, for any purpose.
- 7.4. Our Services may contain or require the use of licensed content of a third party. You accept and comply with the license terms applicable to the licensed content of a third party.
- 7.5. The right to access our Services and our platform will automatically terminate upon the closing of the Account.



7.6. Any other use of the Platform and Services for purposes not intended according to these Terms requires our prior written consent.

7.7. The Platform and Services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws and regulations in connection with Your use of the Platform and Services.

## **8. Liability regarding the use of the Platform**

8.1. You are liable for and shall be obligated to compensate to Digiotech any and all damages (including the loss of profits) which arise from Your activities. This liability applies to the maximum extent permissible under applicable legal acts.

8.2. You will be solely responsible, and to the maximum extent permissible under applicable legal acts, Digiotech will have no liability, for any activity that takes place with Your Account if the Account has been accessed with Your Account credentials, regardless of whether or not such access has been authorized by You.

8.3. Digiotech is liable for and shall be obliged to compensate to You only direct monetary damages and only on the condition that such damages are caused to You by Digiotech either intentionally or due to gross negligence. This clause does not exclude liability for damages which is stipulated in the law.

8.4. Digiotech assumes no liability for any damages caused by third parties or by circumstances outside the control of Digiotech.

8.5. Digiotech expressly disclaims any liability whatsoever for any direct, indirect or consequential damages, including, without limitation, lost revenues, lost profits, losses resulting from business interruption or loss of data, regardless of the form of action or legal theory under which the liability may be asserted, even if advised of the possibility of such damages.

## **9. No Warranties**

9.1. The Services are provided on an "as is" and "as available" basis without any warranty or representation expressed or implied. Digiotech does not make any representations or give warranties that the access to the Platform or use of the Services will be continuous, uninterrupted, timely or error-free.

9.2. Digiotech does not warrant the accuracy of the data gathered by using the Platform or by watching the Videos.

9.3. Digiotech does not assume any obligation to, and does not warrant that it will create or include additional features or functionality for the Services besides the existing ones.

9.4. Digiotech does not warrant that access to the Platform will be uninterrupted or error-free; neither does it warrant that the Digiotech IP will be permanently stored totally or partially in the cloud software, without modifications or alterations, because although Digiotech will do its best to adopt adequate security measures to preserve Digiotech IP's accuracy and integrity, as well as Your access to its data, security measures on the Internet are not impenetrable.

## **10. Indemnity**

10.1. You agree to defend, indemnify and hold Digiotech, its subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives harmless from all claims, injuries, costs, expenses and damages, including attorneys' fees, resulting from:

10.1.1. your use of the Platform and the Services;

10.1.2. your violation of this Agreement;

- 10.1.3. any distribution or sale of the Service for a purpose or application that has not expressly been agreed upon by Digiotech;
- 10.1.4. any alteration of the Services that has not expressly been agreed upon by Digiotech; or
- 10.1.5. any action or claim brought against Digiotech for injuries or damages of any kind (including but not limited to loss of or physical damage to the customer's tangible property, personal injury, death or economic loss), caused by products in which the Services have been embedded by a third party.

## **11. Termination of the Agreement. Closing the Account**

- 11.1. You have a right to terminate these Terms at any time by closing your Account. From the moment of closing the Account, You will not be entitled to use any of the Services.
- 11.2. Digiotech may terminate these Terms without giving any justification, by giving You an advance notice of at least 7 days.
- 11.3. Digiotech may terminate these Terms with You without notice and liability if:
  - 11.3.1. we believe that you are not following these Terms;
  - 11.3.2. it is required by applicable law.

## **12. Modifications**

- 12.1. Digiotech may revise these Terms from time to time. Therefore, the Terms may be changed or amended. Any changes or amendments will be published on the Platform and a message is sent to your email to notify You about the updates of the Terms. You will be asked to accept the amendments. A notice about changes will be posted on your dashboard for a reasonable period of time prior to such changes coming into force.
- 12.2. The effective date which is at the top of the Terms informs You about the latest version of the Terms. We advise You to revisit this page from time to time to make sure You are familiar with the current version of the Terms.
- 12.3. If You do not agree to any updated Terms, You must stop using the Platform and the Services.

## **13. Applicable law. Jurisdiction**

- 13.1. These Terms have been drawn up in accordance with the laws of the Republic of Estonia and the application, interpretation, and termination shall be governed by the laws of the Republic of Estonia.
- 13.2. Any disputes regarding the Services and/or in connection with these Terms shall be settled through negotiations. If the Parties fail to resolve the dispute through negotiation, the disputes shall be settled by *Harju Maakohus* (Harju County Court), pursuant to the procedure provided by the law of the Republic of Estonia.

## **14. Miscellaneous**

- 14.1. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms and the invalid condition shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.



- 14.2. The non-enforcement by Digiotech of any right or provision from these Terms is not deemed a waiver of such right or provision.
- 14.3. These Terms are provided in English. Any translation has the sole purpose of being convenient for You. In case of any inconsistency, contradiction or doubt, the English version of these Terms shall prevail.
- 14.4. You agree that any notice, request, certificate, approval, demand, consent or other communication to be given under this Agreement may be communicated to you by email.
- 14.5. You can contact us if You have any questions, feedback or comments related to our Services, by sending an email to [contact@digiotech.com](mailto:contact@digiotech.com).