

Jurisdiction Specific Provisions

International Use

UniHelper may host and support the Services from multiple locations around the world, and you consent to the collection, transmission, use, storage, and processing of content and data (including Personally Identifiable Information) in these locations and manner set forth in UniHelper's Privacy Policy and as set forth, if applicable, in UniHelper's Data Processing Agreement. Customer agrees to comply, and is solely responsible for ensuring compliance, with all local laws, regulations, and rules in the jurisdiction in which Customer resides and its Authorized Users access the Services, if and to the extent local laws are applicable to use of the Services. The right to access and use the Services will not be granted in jurisdictions, if any, where it may be prohibited, or where Customer's and its Authorized User's use would render UniHelper in violation of any applicable laws or regulations, including, but not limited to, any applicable privacy laws and export control laws.

FERPA and Educational Records

Where Customer is located in the United States of America or a territory or jurisdiction thereof, the Parties acknowledge that: (a) Customer or Customer's Authorized Users (pursuant to this Agreement and its use of the Services) may share Personally Identifiable Information from Education Records, as defined by the Family Educational Rights and Privacy Act ("FERPA"), that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer shares FERPA Records with UniHelper, UniHelper will be considered a "School Official" with "legitimate educational interests" (as those terms are used in FERPA and its implementing regulations), and will comply with FERPA accordingly. To the extent applicable, UniHelper will comply with FERPA and will not access or make any disclosures of FERPA Records or Personally Identifiable Information to third parties without prior written notice to, and consent from, Customer, or as otherwise required by applicable law. Exclusive of any written agreement, Personally Identifiable Information and Education Records shall remain the exclusive property of the Customer and subject to the restrictions of FERPA, and Customer may disclose Personally Identifiable Information of students, as that term is defined under FERPA, to UniHelper for limited use in connection with providing the Services. UniHelper will not disclose student Personally Identifiable Information to third parties or use it for any purpose other than performing its obligations hereunder.

COPPA Compliance

Where the Customer is located in the United States of America or a territory or jurisdiction thereof, if Customer allows Authorized Users under the age of thirteen (13) to use the Services, Customer consents on behalf of such Authorized Users, as required under the Children's Online Privacy Protection Act ("COPPA"), to the collection and use of such Authorized Users' personal information in the Services.

Parental Consent

Where required by applicable law, Customer will obtain parental consent for the collection and use of Personally Identifiable Information, of Authorized Users under the applicable age of majority in Customer's jurisdiction, in the Services that Customer allows Authorized Users to access before allowing any Authorized Users under the applicable age of majority in Authorized User's jurisdiction, to use those services. As applicable, Customer assumes sole responsibility (and hereby agrees that UniHelper is not responsible) for providing appropriate notices and disclosures to, and obtaining any consents required from, parents or guardians of Authorized Users using the Services and their parents regarding such Authorized User's use of the Services and UniHelper's Privacy Policy.

United Kingdom

If the Customer is in the United Kingdom, then the laws of England and Wales, United Kingdom with such Claims to be resolved solely in the appropriate courts of England, United Kingdom and the Parties hereby expressly consent to such jurisdiction, forum, and venue of such courts

Outside of the United Kingdom

If Customer is outside of the United Kingdom, then the laws of Denmark, with such Claims to be resolved solely in the appropriate courts of Copenhagen, Denmark and the Parties hereby expressly consent to such jurisdiction, forum, and venue of such courts.