TERMS AND CONDITIONS – CIVINC EDU (ADMIN ACCOUNTS)
Last update: 17/9/2025
Versie 1.1
[CHECK THE MOST RECENT VERSION AT WWW.CIVINC.CO/EDU]

By using a Civinc EDU admin account ("Service"), offered by Civinc B.V. ("Civinc", "we", "us"), you (the "User") agree to the following terms. Please read them carefully before using the Service.

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1. Access to the Service

1.1. The Service is available to educators and researchers working in Dutch universities of applied sciences (hbo) and academic universities (wo).
1.2. The Service is intended for educational use with groups of at least 25 participants.
1.3. Civinc reserves the right to modify, suspend, or terminate access to the Service at any time.

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2. Educational Institution and Responsibility

2.1. By creating an account, the User declares that they are authorized to use Civinc within their educational institution and that they are engaging Civinc for educational and/or research purposes within their professional practice.

2.2. The User is responsible for obtaining any necessary permission or mandate from their educational institution.

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3. Use and Fair Use

3.1. The Service may only be used for educational or research purposes.
3.2. Civinc provides Users the option to apply AI-based analysis to session data. This analysis is only applied to aggregated, anonymous input and aims to provide insights into dialogue outcomes. The use of AI is optional, and Civinc is not responsible for any omissions, errors, or misinterpretations in the generated analysis or conclusions drawn from it.
3.3. Unauthorized use, including uploading unlawful, discriminatory, violent, or otherwise inappropriate content, is not permitted.
3.4. Users may not share their login credentials with third parties.
3.5. It is not permitted to distribute malicious software or viruses via the Service.
3.6. Civinc reserves the right to block accounts or terminate sessions in case of violations of these terms.
3.7. The Service may not be used for commercial purposes without prior written consent from Civinc.

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4. Intellectual Property Rights

4.1. All rights, titles, and interests in and to the Service—including but not limited to software, designs, concepts, texts, methodology, and (brand)names—are owned by Civinc.
4.2. It is not permitted to copy, reuse, reverse-engineer, or develop a similar service based on Civinc's methodology.

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5. Privacy and Data Processing

5.1. In order to organize a session as a User, a Civinc admin account will be created for/by the User. For this purpose, we process personal data such as:

- name,
- email address,
- organization/institution.

This information is used solely to manage the account, provide access to the admin environment, and maintain communication regarding the service.
5.2. The legal basis for processing the User's personal data is the performance of the agreement (providing access to an account) and Civinc's legitimate interest (for example, service communication or platform security).
5.3 For students, Civinc does not process any personal data, unless such data are voluntarily entered by the students themselves in chats or open fields (see also the Privacy Information for Civinc EDU).
5.4 Users must inform students with each use of the Service that they should not enter any personal data into open input fields. Users may not request personal data via these fields.
5.5. If personal data is nonetheless entered by the User or students while using the Service, Civinc acts as a processor under the General Data Protection Regulation (GDPR), with the educational institution—or, where applicable, the User—serving as the data controller.
5.6. Civinc processes personal data solely in accordance with the agreed Data Processing Agreement (see annex) and our Privacy Information for Civinc EDU.
5.7 In the educational context, Civinc acts as a processor within the meaning of the GDPR.

- For teachers who register individually and use Civinc EDU without their institution having signed its own Data Processing Agreement, the standard Civinc Data Processing Agreement applies (see annex)
- For institutions with which Civinc has entered into a separate Data Processing Agreement based on the institution's template, that agreement takes precedence over Civinc's standard DPA.

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6. Liability

6.1. Civinc provides the Service "as is" and offers no guarantees regarding availability, error-free operation, or suitability for a particular purpose.
6.2. Civinc is not liable for direct or indirect damage resulting from the use of, or inability to use, the Service.
6.3. The User remains responsible for the content shared via the Service and for how it is applied in an educational context.

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7. Amendments

7.1. Civinc reserves the right to unilaterally amend these terms.
7.2. In the case of material changes, Civinc will inform Users. Continued access to or use of the Service constitutes acceptance of the amended terms.

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8. Applicable Law and Disputes

8.1. These terms are governed exclusively by Dutch law.
8.2. Any disputes will be submitted to the competent court in Amsterdam.

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9. Contact

For questions about these terms, please contact:

Civinc B.V., Tweede van der Helststraat 89h, 1073AN, Amsterdam, The Netherlands
Email: hello@civinc.co

ANNEX 1 – DATA PROCESSING AGREEMENT

Civinc B.V., based in Amsterdam, Tweede van der Helststraat 89h, 1073AN, registered with the Dutch Chamber of Commerce under number 87827514, hereinafter: "Processor"

and

The educational institution or individual user of Civinc EDU who creates an account and uses the service within their educational practice, hereinafter: "Data Controller"

Collectively: "Parties"

Article 1 – Purpose and Scope

1.1. This agreement governs the processing of personal data in connection with the use of Civinc EDU.
1.2. Civinc acts as a processor under the GDPR.
1.3. The data controller is:

(a) the educational institution, if the user uses Civinc on behalf of that institution, or
(b) the individual user, if they use Civinc independently without formal mandate from the institution.

Article 2 – Processing Purposes

2.1. The Processor processes personal data solely for the purpose of facilitating online dialogue in an educational or research setting.
2.2. The Processor shall not use the data for its own purposes.

Article 3 – Nature of the Data

3.1.Civinc EDU sessions are configured and organized by educators with a Civinc admin account. To facilitate that, we process identifiable information such as name, email address, or institution. The legal basis for processing the the personal data of those with a Civinc EDU admin account is the performance of the agreement (providing access to an account) and Civinc's legitimate interest (for example, service communication or platform security).
3.2 Civinc EDU sessions are designed for anonymous use by students (end-users). In principle, no identifiable personal data such as names or email addresses are requested from participants of Civinc sessions.
3.3. Participants may, however, voluntarily share personal data in open text fields despite explicit instructions not to do so. The Processor cannot technically prevent this entirely.

3.4. In such cases, the shared data may fall within the scope of the GDPR and Parties will handle it with care.
3.5. Civinc does not store IP addresses or other technical metadata that can be traced to individuals.

Article 4 – Security

4.1. The Processor takes appropriate technical and organizational measures to protect personal data against loss or unlawful processing.
4.2. These include pseudonymization, encryption, and access restrictions.
4.3. Processor's employees are bound to confidentiality.

Article 5 – Subprocessors

5.1. The Processor uses third parties (such as hosting providers) to deliver the Service, listed in the table below.
5.2. The Processor ensures that these subprocessors are bound by similar privacy obligations.

Subprocessor (Legal Entity Name)	Data Categories	Purpose of Processing	Processing Location	Transfer Basis	More Info	DPA Status
Microsoft Corporation (Azure OpenAI)	Chat conversations (content of dialogue interactions for AI analysis)	Contract performance, legitimate interest	EEA	EU-U.S. DPF, SCCs	Microsoft – Azure OpenAI privacy	Indirect DPA
Google Cloud Platform (Google Ireland Limited)	Hosting of Civinc platform, (AI analysis of) chat content, and other data	Contract performance, legitimate interest	EEA	EU-U.S. DPF, SCCs	Google Cloud Privacy Notice	Indirect DPA

Article 6 – Assistance and Audits

6.1. The Processor will assist with fulfilling the obligations under Articles 32–36 of the GDPR, including data subject rights (access, correction, deletion), where reasonably possible.
6.2. Upon (timely) request and where commercially reasonable, the Processor will provide the Data Controller with the necessary information to demonstrate compliance with Article 28 GDPR. The Processor is entitled to charge reasonable costs for this.
6.3. The Data Controller may, at their own expense, audit the measures and compliance obligations of the Processor.

Article 7 – Duration and Termination

7.1. This agreement remains valid as long as the user uses Civinc EDU.
7.2. Upon termination of use, the Processor will delete personal data within a reasonable period unless otherwise agreed or legally required.

Article 8 – Final Provisions

8.1. This agreement is governed by Dutch law.
8.2. This agreement forms an integral part of the Civinc EDU Terms and Conditions.
8.3 By registering as an admin user, the user agrees to this Data Processing Agreement, insofar as no separate Data Processing Agreement has been concluded with the institution of which the user is a part.
8.4 If and insofar as Civinc has entered into a separate Data Processing Agreement with an educational institution, that agreement shall apply instead of Civinc's standard Data Processing Agreement. In all other cases, this standard Data Processing Agreement applies.