

## Quiddis Academy License Supply Terms and Conditions

*Revision 1.1 effective 03/16/2025.*

### 1. SERVICE FEATURES

- 1.1. The Course can be purchased by Customers, whether natural or legal persons.
- 1.2. Branding: the Course can be customized only and exclusively in the "cover section" by inserting an image (also containing logos).
- 1.3. Technical infrastructure: the Course will be hosted on the Quiddis Academy server.
- 1.4. System support: included in the purchase price and provided by Grammelot. Support contact: [support@quiddis.com](mailto:support@quiddis.com).
- 1.5. Mobile app: included Quiddis Academy Standard App, downloadable from Android and iOS stores.
- 1.6. BigBlueButton (shared integrated webinar platform): included in the purchase price and not customizable.
- 1.7. Access to Student data: Partial, exclusively with reference to students enrolled in their courses and only in relation to progress in the course.

### 2. SERVICE SETUP

- 2.1. Grammelot will activate the user account with the email address provided by the Customer when purchasing the License on the Quiddis eShop.
- 2.2. Access to the Course is immediate: the Customer will receive a username, password and access instructions upon completion of the purchase of the License.
- 2.3. The Customer will have access to the course as a "Teacher" and will therefore be able to modify the settings and add activities and/or resources independently. The Customer will have tutorials available for the main features within the Quiddis Academy platform.

### 3. COURSES SETUP

- 3.1. The Customer will communicate to Quiddis Academy the request to publish the Course on the eShop, together with the necessary documentation (sales price, description, images, additional information). Quiddis will publish the course on the eShop within the following 5 working days.
- 3.2. Publication Reserve: each Course will be previously evaluated by Quiddis
- 3.3. Academy experts who reserve the right to not authorize publication in the event that the contents do not comply with professional ethics or violate compliance with current regulations on publishing, copyright and any other regulation that may be of interest for the topic covered.
- 3.4. Ownership: the ownership of the Course and all the resources uploaded is and remains the exclusive property of the Customer.

### 4. TEACHER NUMBER AND CLASS SIZE

- 4.1. The Course can be managed by multiple Teachers at the same time.
- 4.2. The number of students who can be enrolled in the Course is unlimited.

### 5. MARKETING

- 5.1. Quiddis may promote the Courses present on the Quiddis Academy on its own sales channels.
- 5.2. The Customer may promote its own courses through its own channels

### 6. SALE

- 6.1. Access to the course by "students" may only take place through the Quiddis eShop, in Direct Access or Pass mode.
- 6.2. The purchase price of the course published on the Quiddis eShop will be freely established by the Customer. This may also be zero, if the Customer intends to distribute the course free of charge.
- 6.3. The Customer will recognize Quiddis a percentage on each sale of the course according to the following methods:
  - 6.3.1. Paid course with purchase by the end user: Quiddis will retain 40% on each Direct Access



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sale, with a minimum of €15.00 (VAT excluded); 45% on each Pass sale, with a minimum of €30.00 (VAT excluded).

6.3.2. Paid Course with purchase by the Customer (purchaser of the Course License): Quiddis will retain 45% on each Direct Access sale, with a minimum of €25.00 (VAT excluded); 50% on each Pass sale, with a minimum of €50.00 (VAT excluded). In the case of purchase on behalf of third parties, the Customer must indicate in the "Notes" of the order the name, surname and email address of the user to whom access is to be transferred.

6.3.3. Free Course: the Customer must purchase - before the publication of their course on the eShop - a package of support hours, to cover purchases of Direct Access and increasing Passes, indicating in the "Notes" of the order the course to which the support will be dedicated. The purchased package will determine the number of possible purchases of the course (slots). The customer will be notified by email when there are 5 slots remaining and can then decide to purchase a new package.

## 7. PAYMENTS AND BILLING

7.1. Course buyers will be able to make payments according to the methods available on the Quiddis eShop.

7.2. Invoices will be issued and sent to the buyer at the end of the month and will contain the purchase details (Course references and order number on the eShop).

7.3. If there have been sales in the reference period, Quiddis will send the Customer a statement of course sales with an indication of the net billable amount on a quarterly basis or upon reaching €1,000.00 (VAT excluded) of collections. The Customer will issue an invoice to Quiddis for the amount due, in addition to the deductions provided for in §6.3, with payment by bank transfer 30 days after the due date.

7.4. In the event of multiple active Course Licenses, each will be treated separately.

## 8. COURSE OBSOLESCENCE

8.1. Obsolescence due to inactivity: Quiddis Academy may cancel the Course from the eShop and the Quiddis Academy Platform after a minimum of 180 days of educational inactivity or absence of purchases.

8.2. Obsolescence due to termination: the Course is considered concluded after 12 months from the activation date, unless the license is renewed.

8.3. Obsolescence due to direct request: the Course may be cancelled from the eShop at any time, upon explicit request by the Customer.