Terms and Conditions of Use

Conditions governing access to and use of the Digital Workspace

Version 1.0 **Date** 14 October 2026 **Publisher** Pass Technologie

Article 1 — Purpose

These Terms and Conditions of Use (hereinafter "the Terms") define the conditions under which the publisher makes available the Digital Workspace accessible at **https://www.ent-scolaire.fr** (hereinafter "the DWS" or "the Platform"), and the conditions under which users may use that service.

Together with the *User Charter* and the *Personal Data Protection Charter*, the Terms form the contractual framework governing use of the Platform.

Article 2 — Definitions

Term	Definition
DWS / Platform	All online services accessible at https://www.ent-scolaire.fr and through the associated mobile applications.
Publisher	Pass Technologie, which designs, operates and maintains the Platform.
School	The school or institution to which the user belongs and which administers their account.
User	Any natural person holding an account on the Platform.
Content	Any data, document, message or file uploaded, published or transmitted by a user through the Platform.
Service	Each application or feature of the Platform (messaging, blog, document area, homework diary, etc.).

Article 3 — Acceptance of the Terms

Use of the Platform requires full and unreserved acceptance of these Terms. Acceptance is collected at account activation and evidenced by an explicit checkbox.

A user who does not accept the Terms cannot activate their account or access the services.

For a minor user, acceptance is given by the minor under the authority of their legal guardians, who also accept the Terms when activating their own account.

Article 4 — Access to the service

4.1 Conditions of access

Access to the Platform is reserved for members of the school community of participating schools and for expressly authorised partners. The service is funded:

- by PASS TECHNOLOGIE for users who are not attached to any organisation, for whom access is free of charge;
- by the subscription of the organisation (school, local authority or other body) for users attached to it.

Users are responsible for the equipment, connection and software required to access the Platform, and for the related costs.

4.2 User account

The account is named, personal and non-transferable. Its credentials are confidential. The user is responsible for all use made of their account.

The user must inform the school without delay of any unauthorised use of their account.

4.3 Duration

The account remains open for as long as the user belongs to the school community. It is deactivated when the user leaves the roll, then deleted at the end of the retention period set out in the personal data protection charter.

Article 5 — Description of the services

Depending on the user's profile and on the choices made by their school, the Platform provides all or part of the following services: home page and news feed, directory, internal messaging, instant messaging, document area, blogs and pages, collaborative walls and notebooks, homework diary and home-school diary, timetable, school life (absences, marks, skills), digital resources hub, forms and procedures, resource booking, and related third-party services.

The list of services and their scope may change. The publisher may add, modify or remove a service, in particular for technical, regulatory or security reasons.

Article 6 — User obligations

Users undertake to use the Platform in accordance with its purpose, with applicable law, with the *User Charter* and with the internal rules of their school.

They shall refrain in particular from infringing the rights of third parties, distributing unlawful content, disrupting the operation of the service, diverting it to commercial, advertising, political or religious purposes, and extracting all or part of the Platform's databases.

Article 7 — User content

Users retain the rights to the content they upload. They warrant that they hold the rights necessary for its distribution on the Platform.

They grant the publisher, solely for the purposes of operating the service, a non-exclusive right to host, reproduce and display that content, limited to the period during which it remains on the Platform.

The publisher does not exercise prior control over content. In accordance with the liability regime applicable to hosting providers, it promptly removes any manifestly unlawful content reported to it. Reports may be submitted through the Platform's reporting features, in particular the form of the *Help and support* application ("Report unlawful content" category): https://www.ent-scolaire.fr/support/tickets/new?motif=signalement. Anyone, whether or not they use the Platform, may also send a report to the publication director (article 16).

Article 8 — Intellectual property

The Platform is based on the Open ENT free software solution, distributed under the AGPL v3 licence. Software components are subject to their respective licences.

Trademarks, logos, graphic charters and visual identity elements of schools and local authorities remain the property of their holders. Any reproduction requires prior authorisation.

Educational resources accessible from the resources hub remain the property of their publishers and are subject to their own terms of use.

Article 9 — Availability, maintenance and evolution

The publisher endeavours to keep the Platform accessible 24 hours a day, 7 days a week. It cannot however be held to an obligation of result.

Access may be interrupted, in particular for maintenance, updates, security incidents or force majeure. Scheduled operations are announced on the Platform as far as possible.

Service level commitments are those of the quality-of-service option subscribed, where applicable, by the organisation that has entered into a contract with the publisher. No service level is guaranteed to users who benefit from the service free of charge.

Article 10 — Liability

The publisher is responsible for the proper operation of the Platform within the limits described in Article 9. It cannot be held liable for:

- content published by users, for which they alone are responsible;
- the consequences of use of an account by a third party made possible by a failure to keep credentials confidential;
- malfunctions attributable to the user's network, equipment or software;
- the content of third-party websites reachable through hypertext links from the Platform;

- services provided by third parties to which the Platform gives access, which are governed by their own terms.

Article 11 — Security and logging

The publisher implements appropriate technical and organisational measures to protect the Platform and the data it processes: encryption of communications, access control, separation of data by school, backups, logging, antivirus scanning of attachments.

Connection logs are retained as required by applicable regulations and used only for the security of the service and for responding to lawful requests.

Article 12 — Personal data

The processing of personal data carried out through the Platform is described in the *Personal Data Protection Charter*, which forms an integral part of these Terms.

The rights granted by Regulation (EU) 2016/679 and by French Act no. 78-17 of 6 January 1978 as amended are exercised with the data protection officer: Mr Nader Boutros, nader.boutros@pass-technologie.fr.

Article 13 — Suspension and termination

The school or the publisher may suspend a user's access as a precautionary measure in the event of a breach of these Terms or of the *User Charter*, or where the security of the service is threatened.

Except in an emergency, suspension is preceded by notice to the user and, for a minor student, to their legal guardians.

Article 14 — Amendment of the Terms

The Terms may be amended at any time. The applicable version is the one in force on the day of connection.

Any substantial amendment requires renewed explicit acceptance at the next connection. Refusal to accept the new version prevents further use of the service.

Article 15 — Governing law and disputes

These Terms are governed by French law.

In the event of a dispute, the parties shall endeavour to reach an amicable settlement. Failing this, the dispute shall be brought before the competent French courts.

Users may also refer any complaint regarding the processing of their personal data to the French data protection authority (CNIL).

Article 16 — Legal notice

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