TERMS OF SERVICE AND USER AGREEMENT

Before downloading, installing and using SPECTO CARDIACO on your mobile device (Smartphone or Tablet) carefully read the following document. This document provides a description of the application’s services, information regarding the responsibilities attached to an inappropriate use of the app, as well as information regarding the gathering, storage and management of user’s information and data.

Downloading, installing, accessing and using SPECTO CARDIACO implies that the user accepts all the TERMS OF SERVICE AND USER AGREEMENT (hereinafter, TERMS AND AGREEMENT) related with SPECTO CARDIACO.

1. SERVICES. USING AUGMENTED REALITY

SPECTO CARDIACO is an educative application designed for mobile devices. It is intended to be used within the context of middle and high school as well as university education. It was designed as part of the Fondecyt 1180619 Pontifical Catholic University of Valparaiso grant. Its focus is the design, evaluation and validation of learning-teaching sequences that employ augmented realty so as to promote visualization. The application is managed by the Pontifical Catholic University of Valparaiso (Avenida Brazil, N° 2950, Valparaíso, Chile).

Specifically, the present TERMS AND AGREEMENT centers attention on the teaching-learning sequence for appropriation of the anatomy and physiology of cardiac contraction at a molecular, micro and macro-anatomical level.The main objective of the proposed activities is that the third-year students of the biochemistry career can understand, through the visualization of the phenomenon in an integral way, the mechanism by which the contraction of the cardiac muscle occurs from the point of view of the Basic and anatomical molecular view. Through the development of the activities presented in the application and which must be complemented with the content present in the work booklet (downloadable from https://specto.pucv.cl/), it is expected that students can acquire scientific thinking skills in relation to the knowledge, capabilities and dispositions regarding the phenomena to be addressed.

SPECTO CARDIACO’s technology uses markers found within the complementary student workbooks (to access and download these: <https://specto.pucv.cl/>). To activate the interactive activity, simply point a smartphone’s or tablet’s camera towards the indicated marker found on the workbook. Given that augmented reality is used to provide better visualization and thusly comprehension, it is recommended that the teaching-learning sequence be guided by an adult; preferably by a science teacher. It is expected that science teachers will be the most apt individuals to take full advantage of SPECTO CARDIACO; for, after all, the application was designed to be used for the better comprehension of scientific phenomena.

SPECTO CARDIACO does not require the use of add-on devices such as virtual reality headsets. As such, the risks of injury or harm of using SPECTO CARDIACO, for oneself or third parties, is nonexistent.

1. USER

For the purposes of the TERMS AND AGREEMENT, a user is any and all individual who downloads, installs, accesses and uses SPECTO CARDIACO.

1. SPECTO USERS WHO ARE UNDERAGE

To access and use SPECTO CARDIACO, underage individuals must have their legal guardian’s consent – the latter is subject to the legal jurisdiction of the place of residence of aforementioned users. Additionally, adult supervision while using SPECTO CARDIACO is recommended.

The designers and managers of SPECTO CARDIACO understand, and acting on principles of good faith, that those who use SPECTO CARDIACO are of legal age or have the consent of their legal guardians, according to the applicable legal jurisdiction.

1. ACCESS TO SPECTO, CONDITIONS AND TERMS

A mobile device and internet access are required in order to download, install, access and use SPECTO CARDIACO. The designers and administrators of SPECTO CARDIACO under no circumstance intend or will provide such devices or access to a network. Additionally, the user must have a registered Google Play Store account for Android to be able to download SPECTO CARDIACO.

Access, downloading, installation and use of the application is free of any charge. The latter, however, does not apply to other costs associated with the use of the application such as internet connectivity costs, the costs imposed by local mobile device companies or other telecommunication services. These costs must be covered in their totality by the users or their legal representatives.

1. PERMISSIONS AND ACCESS

In order for SPECTO CARDIACO to work, it must be able to access the mobile device’s integrated camera. By downloading, installing, accessing and using SPECTO CARDIACO, the users or their legal guardians are providing their consent to SPECTO CARDIACO to access their device’s internal camera.

1. USERS’ DATA AND INFORMATION

The designers and managers of SPECTO CARDIACO are committed to ensuring the privacy of users’ data and information. As such, the designers and managers do not collect, store, disseminate or administer any user data or information. Given the latter:

* For the downloading of SPECTO CARDIACO no type of registry form is required – this is not taking into consideration the need to have a Google Play Store account.
* No information that may lead to the identification of a user (e.g., name, address, age, and bank account) will be required, stored, administered or disseminated. The same applies to information that is not of a personal characteristic (e.g. profession or country of residence).
* SPECTO CARDIACO does no access the mobile devices GPS, as such all information regarding a user’s location is not ascertained.
* SPECTO CARDIACO does not gather any information in an automatic fashion (e.g. the type of mobile device being used, the IP address, the system’s operating software or internet browsers being used). Given that it does not access any of the aforementioned data, it does not store, administer or disseminate it.
* Likewise, SPECTO CARDIACO does not allow for users to interact between them, nor for users to share or collaborate by means of the application.
* While SPECTO CARDIACO does have access to the device’s internal camera, it does not (under any circumstances) access any users’ files included users’ photographs. It is important to note that the user, with the intention of documenting his/her progress, may take snapshots of SPECTO CARDIACO; however, this is not a service offered by the application. Taking snapshots is rather a feature of mobile devices; as such, being able to take the aforementioned shots may not be possible for some devices (users’ must refer to their specific mobile device’s user manual and terms of conditions for snapshot features). Consequently, snapshots taken by users are stored on their own storage files and can only be accessed by him/her. SPECTO CARDIACO does not provide any form of accessing other users’ snapshots.

In accordance with what will be expressed in Section 7 of the TERMS AND AGREEMENT, any act that interferes, hinders or manipulates SPECTO so as to be able to access, share, use or disseminate other users’ information will lead to actions being taken against the infringer or his/her legal guardian. Additionally, if the latter were to happen, SPECTO CARDIACO, its designers and administrators are free of any and all responsibility.

1. USERS’ RESPONSIBILITY REGARDING THE USE OF SPECTO CARDIACO

SPECTO CARDIACO is a tool designed to support teaching. Its main objective is to facilitate the comprehension of scientific phenomena, and as such its use is exclusively for education.

Access and usage of the application, and of its content, must be in good faith and adhere to existing legal jurisdiction, moral standards, public order and the TERMS AND AGREEMENT. As such, all users commit to use SPECTO for licit activities; those that uphold legal principals and that in no way seek to harm, injure or negatively affect third parties.

Consequently with the above presented, it is prohibited to manipulate SPECTO with the intent of introducing within it any pornographic, xenophobic, racist, or terrorist material and information. Likewise, it is also prohibited to introduce within SPECTO any material that incites hate or that is considered vexatious to human rights.

It is also prohibited to use SPECTO to transmit publicity, propaganda or other information. Equally, it is not allowed to introduce, transmit or decimate data that may cause damage to information systems, be it of SPECTO, the provider or of another user. In general, it is strictly prohibited to use the application for any other purpose than that for which it was intentionally designed.

Any act that negatively disrupts existing legal jurisdictions, moral standards, public order and the TERMS AND AGREEMENT or/and that is vexatious to human rights will lead to actions being taken against the infringer or his/her legal guardian. Additionally, if the latter were to happen, SPECTO CARDIACO, its designers and administrators are free of any and all responsibility. Any individual that is affected by negative actions from infringers can make use of any and all legal actions that are available to him/her.

Users and/or their legal guardians are responsible for the access and use of SPECTO, their Smartphones and/or Tablets; the same applies if it is a third person who is using the users mobile device.

1. DIFFICULTIES RELATED WITH SERVICE PROVISION BY SPECTO CARDIACO

The designers and managers of SPECTO CARDIACO only guarantee the aptitude of the application for the specific service that it sets out to provide and for the operating system for which it was developed. The adequate access to SPECTO and its services is not guaranteed when there is any circumstance that is out of the control of SPECTO (e.g. the proper functioning of a mobile devise, problems related to the internet access or to ports of access). Given the latter presented, the designers and administrators of SPECTO CARDIACO are not to be held accountable for any damage or hindering caused by poor or inadequate access to internet services or by any shortcoming of particular mobile device.

Furthermore, the designers and administrators of SPECTO CARDIACO can suspended or limit, at any time they deem it necessary, the services provided by SPECTO (be it by means of a temporal application removal from the system or a permanent one). In such an event, users have no right to any form of compensation.

1. DOWNLOADING OF OTHER APPLICATIONS

SPECTO CARDIACO is independent from any other application. Its use is not contingent upon other applications, either from the designer of SPECTO CARDIACO or other software developers. What is required, is that users have a Google Play Store account for Android.

1. UPDATES

 Always in search of improving SPECTO CARDIACO’s functionality, updates may become necessary. Therefore, it is understood that users will have access and be able to download any updates for SPECTO CARDIACO.

1. BATTERY USAGE

 Using augmented reality may considerably reduce the consumption and habitual capacity of mobile devices’ battery supply.

1. COOKIES

SPECTO CARDIACO does not use cookies.

1. AMENDMENTS TO TERMS AND AGREEMENTS

The designers and administrators of SPECTO CARDIACO are well aware of the globalized market in which mobile applications coexist. One where each country has its own legal framework which is, in turn, affected by constant changes and modifications. As such, it is necessary for the TERMS AND AGREEMENTS to adapt to countries’ specific contexts and to changes that those contexts may suffer.

Because of the above averred, it is explicitly mentioned that the TERMS AND AGREEMENTS may require certain modifications. If such modifications where to occur, they would be posted on SPECTO’s webpage (<https://specto.pucv.cl/>) as well as on the Google Play Store. It is thus recommended that users periodically consult SPECTO’s webpage. Users accept any modifications to the TERMS AND AGREEMENTS simply by continuing to use SPECTO CARDIACO; if a user does not agree with any of the TERMS AND AGREEMENTS, he/she should stop suing the application and uninstall it. The process of uninstalling SPECTO CARDIACO does not generate any costs or responsibilities. As soon as the application is uninstalled, the user stops being a user.

1. Contact.

For any query please contact the creators and administrators of SPECTO CARDIACO by means of the following e-mail: centro.costadigital@pucv.cl .