

1. Introduction & Acceptance of Terms

- 1.1** These Terms of Use (hereinafter referred to as the "Terms") regulate the contractual relationship between the User (hereinafter referred to as the "User") and the **europeanschoolradio.eu** (school character) or **youthradio.eu** (broader, non-formal education) platform (hereinafter referred to as the "Platform"), with regard to accessing, participating, posting, listening to and generally using the European Student Radio and Podcast. These Terms apply to the Platform regardless of which of the two aforementioned entry points (brand names) the user chooses. Both entry points lead to the same unified Platform, operating on a single database and offering identical functions. Consequently, any content uploaded by the user is shared and accessible across the Platform, irrespective of the entry point or brand name. For clarity, YouthRadio.eu is a deliverable of the *Kids Radio Europe* project see the <https://ec.europa.eu/info/fundingtenders/opportunities/portal/screen/opportunities/projects-details/43251814/101136199> project page:
- 1.2** By creating an account, posting, and/or listening to content, you expressly represent that you have read, understood, and accepted the Terms, as well as the policies referenced or linked to them.
- 1.3** The Terms comply with **Regulation (EU) 2022/2065 – Digital Services Act (DSA)**; the respective provisions are herein.
- 1.4** If you do not agree to the Terms, please stop using the Platform immediately.

2. Definitions

| Terms | Definition |
|-------------------------|---|
| Service Provider | The international consortium Kids Radio Europe , whose technical coordinator and provider is the non-profit civil company Interdisciplinary Intercultural Radio of the Educational Community (trading as “ European School Radio – the First Student Radio ”), has its registered office at the International Hellenic University in Sindos, Thessaloniki. |
| User(s) | Any natural person (e.g. young person, student, teacher, parent, listener) or legal entity that accesses or contributes content. |
| User Content | Audio Material Submissions (podcasts, live radio shows), metadata, translations, images, texts and any other material produced or uploaded by a User. |
| Referral System | The personalization and classification algorithm that displays relevant content to Users (Article 27 DSA). |
| Notice | The notice sent to the Service Provider of any illegal or harmful content (Section 16 DSA). |
| Trusted Flagger | The organisation designated by a national authority as a trusted flagger (Article 22 DSA). |

3. Provider Details & Contact Points (Articles 11 & 12 DSA)

- **Legal entity:** Non-Profit Civil Company “Interdisciplinary Intercultural Radio of the Educational Community,” trading as “**European School Radio – the First Student Radio.**”
- **Headquarters:** I.H.U., Sindos 574 00, Thessaloniki, Greece
- **Tax Identification Number:** EL-998502950 / Tax Office of Thessaloniki

- **Point of Contact for DSA:** compliance@youthradio.eu (support in English & Greek).
- **Contact Point for Enforcement Authorities:** compliance@youthradio.eu (24/7, Article 9 DSA).
- **Internal Data Protection Officer (DPO):** dpo@youthradio.eu

4. Eligibility & Age Restrictions (Article 28 DSA)

4.1 The Platform is mainly aimed at young people (pupils, students, etc.) and youth workers (teachers, educators, facilitators, etc.) and the general public in the context of formal and non-formal education

4.2 For reasons of pedagogical suitability, minors are categorized into the following age groups (4-6, 7-11, 12-15, 16-18+). The category determines the content filters and privacy settings that are automatically applied.

4.3 To create a "Young User" account (< 16 years old) it is required: (a) **a signed guardian declaration** allowing the minor to use all the functions of the platform and (b) After step (a), an adult Team Leader/teacher connected to the user's educational unit verifies that the minor belongs to the correct age zone and does not violate the content rules. Until the minor is verified by their adult teacher/team leader, the account stays as a "Visitor" and can only access public, non-personalized content. The signed declarations are retained by the Team Leaders and emailed to the Provider for archiving purposes. The guardian may revoke the consent at any time. In this case, the account is deactivated until a new valid consent is provided. The team leader must notify the admins if the guardian asks to deactivate the account.

4.4 Minor Visitors without an Account:

- 4.4.1. Any user < the age of 18 can browse the podcasts without creating an account.
 - 4.4.2. No personal data is collected for visitors beyond the *strictly necessary* technical identifiers, no profiling is carried out and no targeted advertising is displayed (Article 28 §3 DSA).
 - 4.4.3. The content displayed for Visitor Minors has already been marked as suitable for all age zones under 18 years under the platform's thematic/age zone system.
 - 4.4.4. Visitors **cannot** upload content or comment.
- 4.5** The Provider does not present advertisements on its interface based on profiling, using the personal data of the minor User.

5. User Obligations (Articles 14 §3-4 & 17 DSA)

5.1 The User warrants that the account information is true and up-to-date.

5.2 The User:

- Respects the rights of third parties (e.g. intellectual property, personal data).
- Does not post content with violence, sexual exploitation of minors, suicide, drugs.
- Does not harass or target individuals or groups on the basis of race, gender, religion, sexual orientation (hate speech no-tolerance clause).
- Does not intentionally misinform about scientific or political issues (especially health issues, elections).

5.3. Violations entail: (a) warning · (b) temporary suspension · (c) permanent deletion of an account, depending on severity.

6. Prohibited Content (Articles 16 & 17 DSA)

6.1 "Illegal content" is indicatively defined as anything that is contrary to:

- 6.1.1.** the law of an EU Member State;

- 6.1.2.** Directive 2011/93 (sexual abuse of minors);
 - 6.1.3.** Regulation (EU) 2019/880 (cultural goods);
 - 6.1.4.** Regulation (EU) 2024/936 (Combating terrorist content).
- 6.2** The Provider uses manual monitoring tools, to detect, flag and/or remove content that falls under paragraph 6.1 or is considered to be high risk for minors.
- 6.2.2.** The process includes, but is not limited to: (a) preventive control during upload ("upload filters") by the relevant team leaders – teachers who supervise the groups of young users (b) review of each proposed age marking (d) keeping logs of all actions.
 - 6.2.3.** The operation of these tools is governed by the principles of necessity and proportionality and technical and organisational measures are taken to reduce errors and protect freedom of expression.

7. Transparency of Algorithms & Use of Artificial Intelligence (Article 27 DSA)

7.1 Algorithms used by the Platform

- 7.1.1.** Content recommendation system: provides podcast/show suggestions based on country of connection, content language, the user's listening history and the user's general data held on the platform.
- 7.1.2.** Music suggestions: registered users submit songs. Once checked, they are included in lists broadcast in the "Music Zones".
- 7.1.3.** Audio-based search: AI search that recognizes speech/music, creates transcriptions, extracts tags, and locates a podcast genre or piece of music.

7.2. Key ranking factors

- (a) Topic tags & chapters added by the creator.
- (b) Age-appropriateness classification: each show may—at the creator's discretion—be manually assigned to one of the 4-6, 7-11,

12-15, 16-18+ ranges and to the corresponding “Show / Music Zones.” This categorisation is not performed automatically by the system; it is carried out solely by the users themselves if they so choose. All content has been pre-screened and is considered suitable for minors under 18. The age-zone label serves only as a navigation/personalisation aid and does not impose an absolute access restriction.

(c) Listening history & preferences: used for personalized recommendations; the user can disable personalization in the profile settings (non-personalized viewing), if they do so, content based on (a) and (b) without profiling is displayed.

(d) Language & country of connection: content in the same language or from users in the same country is recommended.

7.3. Alternative non-personalized viewing:

7.4. In accordance with Article 27 §1 b DSA, the platform provides a 'No Personalisation' button; When activated, the algorithms ignore (c) & (d) and rank exclusively at the level of thematic/age tags.

7.5. Each recommended piece of content is accompanied by a "Why am I seeing it?" pop-up explaining what factors contributed.

7.6. A brief technical description of the algorithms and data sources is published in the annual Transparency Report.

8. Notification & Action Procedure (Articles 16 - 20 DSA)

8.1. Below each video, podcast, image, or comment, the . button / "Report" (flag icon) is steadily displayed. One-click opens a pop-up complaint form.

8.2. Mandatory references:

8.2.1. URL or content ID,

8.2.2. Description of the violation;

8.2.3. Legal basis/category,

- 8.2.4.** Petitioner's contact details,
- 8.3.** An automatic receipt with ticket number is sent within 1 hour.
 - 8.4.** The first evaluation of the report is carried out by the content coordinator within 24 hours.
 - 8.5.** The final decision of the content coordinator (removal, restriction, no action) is issued within 7 days, fully reasoned, notified to both the petitioner and the content creator, along with objection instructions.
 - 8.6.** Reports from trusted flaggers are reviewed in < 48 hours (Article 22 DSA).
 - 8.7.** In case of an incomplete report, a request for completion is sent by the content coordinator within 48 hours, without a response, the report is archived.
 - 8.8.** All reports, measures and time limits are kept on file for 6 years and summarised in the annual "Transparency Report" (Article 15 DSA).

9. Internal Complaint Management System (Article 20 DSA)

- 9.1.** Submission of an objection – free of charge, via the form <https://community.europeanschoolradio.eu/gdpr>, within 14 days from the notification of the decision.
- 9.2.** Appeals Committee (Eftychia Toulidou (Greece), Susanne Böhmig (Germany), and Myrto Stamelaki (France)).
- 9.3.** The decision is issued within 14 days with full reasons and communicated via email.
- 9.4.** All objections and decisions are kept for 6 years and are reported in aggregate in the annual "Transparency Report".

10. Protection of Minors & Accessibility (Articles 28 & 34 DSA)

10.1. Technical Measures for the Protection of Minors:

- 10.1.1.** The Platform proposes four age ranges for young users: 4-6, 7-11, 12-15 and 16-18+. This categorisation is

not automatic; the user manually selects the appropriate range during registration or via the account settings. Based on this choice, the Platform displays content only within the selected range. All available material has been pre-screened and is suitable for minors; the age range serves solely as a navigation/personalisation aid and does not constitute an absolute technical restriction.

10.1.2. No advertising profiling for < 18 years old: Child data is not used for personalised advertising

10.2. WCAG 2.2 Accessibility & Compliance

10.2.1. Customizable font sizes, high color contrast, accessible fonts and compatibility with assistive technologies (screen-readers, switch controls)

10.2.2. Audio descriptions, transcripts & subtitles for users with hearing/visual impairment

10.2.3. Cooperation with the TJFBG organization for continuous integration and usability control

11. Data Processing & Privacy (Article 42 DSA & GDPR)

11.1. Legal basis: Performance of a contract (Art. 6 §1 b GDPR), consent (Art. 6 §1 a), legal interest (Art. 6 §1 f).

11.2. Data categories & technical security measures• *Account data* (name, email, educational unit) – stored exclusively in EU/EEA data centers and encrypted with AES-256 at-rest & TLS 1.3 in-transit. • *Podcast content & metadata* –

11.3. Access only via RBAC. • *Usage data* (IP, cookies, logs)

11.4. Only as much data as is functionally required is collected

11.5. Retention time

11.5.1. Active accounts: until – account deletion

- 11.6.** Subjects' rights – access, rectification, erasure, portability, restriction, opposition; exercised in compliance@youthradio.eu
- 11.7.** Transfers outside the EU/EEA: No

12. Cookies

Strictly necessary and statistical analysis cookies are used <https://community.europeanschoolradio.eu/gdpr>

13. Limitation of Liability & Rejection of Warranties (Article 4 DSA)

- 13.1.** The Provider acts as **an intermediary**; does not proactively check every post.
- 13.2.** The provider makes no warranty for uninterrupted operation. In no case shall the Provider be liable for direct or indirect damages resulting from the use or inability to use the Platform.
- 13.3.** Specifically for the safety of minors, the content submitted by users goes through the review and approval of "Team Leaders" and/or administrators before it is published. They can reject or remove material that does not meet the educational and legal criteria of the platform.
- 13.4.** Each user over the age of 18 has an individual responsibility to ensure that the content they upload complies with the law of their country and EU law.

14. Amendment of Terms & Service (Article 14 §5 DSA)

- 14.1.** Notification of changes: double; via email and in-app banner, at least 15 days before the effective date.
- 14.2.** Critical modifications (e.g., new AI features) require express acceptance.

15. Applicable Law & Dispute Resolution

15.1. The Terms are governed by EU law, any gaps are covered by Greek law.

15.2. The competent courts for the resolution of disputes arising from the present are the courts of Thessaloniki, Greece.

16. Communication

- **General:** info@youthradio.eu
- **DSA Topics & Personal data:** compliance@youthradio.eu
- **Postal address:** Alexander Campus of IHU, Sindos, 574 00 Thessaloniki, Greece.