

EDU-XAM: School management

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End-User License Agreement Terms & Conditions

1. License to Use Software

EDU-XAM hereby grants you a limited, non-exclusive, non-transferable, non-sub-licensable right to use the Software as such software has been delivered to you, solely as an end user and subject to the terms and conditions of this Agreement.

2. Updates, Security, and Revocation

Because the Software includes security components, special rules and policies apply. You agree to abide by the rules and policies established from time to time by **EDU-XAM**. We will apply such rules and policies generally in a non-discriminatory manner to users of the Software, and may include, for example, required or automated updates, modifications, and/or reinstallations of the Software to address security, interoperability, and/or performance issues. These updates, modifications and the like may occur on a periodic or as needed basis without notice to you. In addition, you understand that the Software is capable of monitoring itself for security-related and tamper-detection purposes and for communicating information about security incidents. Your copy of the Software and your access to certain applications that communicate with it are subject to restriction and/or revocation (such as being shut down) for security purposes or according to consistently applied policies.

3. Privacy Information

By accepting this Agreement and using the Software you consent to the collection and processing of information gathered during the installation and usage of the Software. This information is collected by **EDU-XAM** for diagnostic purposes, either for pre-emptive or reactionary purposes. The information collected may well contain information entrusted to you by your clients.

Unless you give us your express permission, **EDU-XAM** does not distribute your personal information, nor any information that is collected by the Software, to any third-party, except where required to do so by law.

The Software is capable of reporting information to governmental agencies, such as, but not limited to, LURITS, but will never do so without specific user instruction. **EDU-XAM** does not accept responsibility for the dissemination of confidential information stored by the Software because of an action taken by any user of the Software whether said action was invoked intentionally or not.

4. Restrictions

The Software contains and/or embodies copyright material, trade secrets and/or other proprietary material and intellectual property of EDU-XAM and its partners and/or its licensors ("Partners"). All title and ownership rights in the Software remain with EDU-XAM and its Partners, as applicable.

In addition to those prohibitions contained elsewhere in this Agreement, you agree you will not:

- ❖ Rent, lease, loan, sell, copy, or distribute the Software in whole or in part.
- ❖ Use the Software or any portion of it to create any tool or Software that can be used to create software applications of any nature whatsoever except where third party software included in the Software allows for such use.
- ❖ Remove, alter, cover, obfuscate, and/or otherwise deface any trademarks or notices on the Software; and/or
- ❖ Modify, alter, decompile, disassemble, reverse engineer, reverse compile or otherwise reduce to human readable form, or create derivative works of the Software without the prior written consent of EDU-XAM.

You further agree that you shall not tamper with the Software or undertake any activity intended to bypass, modify, defeat or otherwise circumvent (or having the effect of facilitating, modifying, or assisting the bypassing, defeating or circumventing of) proper and/or secure operation of the Software and/or any mechanisms operatively linked to the Software.

You may not use the Software for any purpose that is unlawful or prohibited by this Agreement or the Service Level Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of EDU-XAM, its Partners, its licensors or others. This includes but is not limited to using the software to disseminate bulk mail against the wishes of the recipients, having given you proper notice.

Except as expressly provided by this Agreement, no other licences or rights (including rights to maintenance or updates) are granted either expressly or by implication. All rights not expressly granted to you in this Agreement are expressly reserved to EDU-XAM, its Partners and/or its licensors.

5. Links to Third Party Sites

The Service may present links to third party "Sites" (for the avoidance of doubt this includes websites and mobile WAP and other similar sites) not owned or operated by EDU-XAM. You acknowledge that EDU-XAM is not responsible for the availability of these Sites or their contents and such presentation does not constitute an endorsement or approval by EDU-XAM. You agree that EDU-XAM is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content of any such Site or goods or services available through any such Site.

6. Customer Support

You may contact EDU-XAM with any customer support issues related to Service charges on your bill.

7. Remedies

If you are unhappy with the Software your only remedy is to cancel your agreement by giving notice as defined in your Service Level Agreement. This does not affect any statutory rights you may have as a consumer.

8. Warranties

You expressly acknowledge and agree that the use of the Software is at your own sole risk. The Software has been provided solely, "as is" and without warranty of any kind by EDU-XAM, employees, licensors and agents (collectively "EDU-XAM") and its Partners. To the maximum extent allowed by applicable law, EDU-XAM and Partners expressly disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or any warranty of non-infringement. There is no warranty that the functions contained in the Software will meet your requirements, or that the operation thereof will be uninterrupted or error-free. EDU-XAM and Partners do not warrant, guarantee, or make any representations regarding the use or the results of the use of the Software with respect to its performance, accuracy, reliability, security capability, currentness or otherwise. No oral or written information or advice given by any person shall create a warranty in any way whatsoever relating to EDU-XAM or its Partners.

9. Limited Liability

In addition to the other provisions hereof, you acknowledge to and for the benefit of EDU-XAM and its Partners that the Software may contain bugs and is not designed or intended for use in hazardous environments requiring fail-safe performance in which the failure of the Software could lead to physical damage to property or environmental damage. Other than where the negligence of EDU-XAM or its Partners causes death or personal injury, EDU-XAM and its Partners shall have no liability whatsoever for any loss suffered as a result of such a failure of the Software or a breach of security involving the Software, whether or not such loss or breach results from the deliberate, reckless, or negligent acts of any person. The foregoing shall apply to the fullest extent permitted under applicable law.

Under no circumstances shall EDU-XAM or its Partners be liable for any unauthorised use of any Software to develop, distribute, or use any material that is defamatory, slanderous, libellous or obscene, that portrays any person in a false light, that constitutes an invasion of any right to privacy or an infringement of any right to publicity, that infringes any third party's rights or that is contrary to any foreign, federal, state or local statute or regulation.

To the greatest extent permitted under applicable law, in no event will EDU-XAM or its Partners be liable for any loss of business or profits, nor for any business interruption, loss of business information, nor for consequential, incidental or special damages, and the like arising out of the use or inability to use the Software, even if EDU-XAM and its Partners have been advised of the possibility of such damages.

10. Intellectual Property Notices

All trademarks, service marks, trade names, slogans, logos, and other indicia of origin that appear on or in connection with the Software are the property of EDU-XAM, its Partners and/or its affiliates, licensors and/or licensees. You may not copy, display or use any of these marks without prior written permission of the mark owner. The Software (and portions of it) may be protected under patent law and may be the subject of issued patents and/or pending patent applications.

11. Copyright Information

As noted above, the Software contains and/or comprise copyright or other proprietary subject matter, and your use of them is governed by this Agreement and applicable law.

EDU-XAM respects the intellectual property rights of others, and it expects you to do the same. If you know of or suspect that any use of the Software constitutes copyright infringement, please send an email with full details to EDU-XAM at about@eduxam.co.za.

12. Amendments

EDU-XAM may from time to time modify the terms of this Agreement and will post a copy of the amended Agreement on <http://www.eduxam.co.za/end-user-licence-agreement/>. Please check the webpage regularly for revisions to this Agreement. EDU-XAM will also use reasonable endeavours to inform you of any modification to this Agreement. You will be deemed to have accepted the Agreement as amended if you continue to use the Software after any amendments are posted.

No provisions of this Agreement shall be deemed waived (by any act or omission) unless such waiver is in a writing signed by an authorised officer of EDU-XAM. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that you may not assign or transfer this Agreement, in whole or in part, without the prior written consent of an authorised officer of EDU-XAM.

13. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be illegal, invalid, unenforceable, or against public policy, such provision or portion shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.

14. Entire Agreement

This Agreement represents the entire agreement between you and EDU-XAM with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between you and EDU-XAM with respect to the subject matter hereof.

15. Intellectual Property

You will not question or dispute the ownership of any intellectual property rights that vest in this software at any time during the term of this Agreement or thereafter.

16. Governing Law and Jurisdiction

The Parties agree that the validity and interpretation of this Agreement shall be governed by the laws of the Republic of South Africa.

17. English Version Prevails

In the event that this Agreement is translated into other languages and there is a conflict between the language versions, the English language version shall prevail to the extent that the conflict is the result of an error or discrepancy in translation.