

2019

JiT eduPortal

FACTSHEET M495-C: General Terms & Conditions of Use

This document contains the general terms and conditions governing your subscription to and usage of the web-based school data management and reporting software called JiT eduPortal. The terms and conditions apply to schools adopting the portal and/or its services, as well as students, parents, staff, job seekers and any other party that may use the portal in one way or the other. There may be other versions of this document which address specific issues for specific class of users of the portal.

The Development Team

JiT eduPortal

April, 2019



FACTSHEET M495-C

General Terms and Conditions of Use
for JiT eduPortal



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PLEASE READ THIS DOCUMENT VERY CAREFULLY

JiT eduPortal is a comprehensive data management and reporting software that caters for the needs of nursery, primary, junior secondary and senior secondary schools and colleges in Nigeria and beyond. Before signing up for an account on any deployment of *JiT eduPortal*, you must read and agree to these General Terms and Conditions of Use.

BY OBTAINING OR USING ANY DEPLOYMENT OF *JiT eduPortal* IN ANY MANNER, YOU AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS AND CONDITIONS OF USE.

IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF YOUR EMPLOYER, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER.

If you have any questions about these terms and conditions of use, please feel free to contact the

JiT eduPortal Development Team at any time.

8

OVERVIEW

9 The technologies, functionalities and services available on *JiT eduPortal* (“the Portal”) are
10 provided as a service by the *JiT eduPortal Development Team* (“The Dev Team”, “us”, “we”,
11 “our”). By using any portion of the Portal, you are accepting the General Terms and
12 Conditions of Use (“terms”) provided herein. If you do not agree with these terms for any
13 reason, you are asked not to use the Portal or its services. Use of the Portal and/or its
14 services indicates your acceptance of these terms. The *JiT eduPortal Development Team*
15 reserves the right to update or modify these terms at any time without notice. To get the
16 most up-to-date, official terms and conditions of use, please refer back to
17 <https://www.jitportals.com/terms-of-use> at any time.

18

2 COPYRIGHT AND INTELLECTUAL PROPERTY

The Portal is protected by copyright and other intellectual property laws and treaties. *The Dev Team* owns and retains all other rights, title and interest in and to the Portal and all copies thereof, including copyrights, patents, trade secret rights, trademarks and other intellectual property rights.

The structure, organization, codes and functionalities of the Portal are valuable trade secrets of immense commercial value; and they are confidential information belonging to *The Dev Team*. You acknowledge that the Portal is licensed for use, not sold to you. *The Dev Team* reserves all intellectual rights to the Portal, including those not expressly granted to you in this terms and conditions of use.

3 NON-EXCLUSIVE LICENSE

As a paid or unpaid account holder, *The Dev Team* grants you a non-exclusive license to access and use the services deployed on the Portal. *The Dev Team* reserves the right to terminate this license at any time for any reason. This right will generally be practiced when abuse of the services or nonpayment of fees due has been determined.

4 INCREMENTAL DEVELOPMENT AND UPGRADE POLICY

Any major version release of the Portal is built on a modular architecture which consists of a finite number of technologies, functionalities and/or processes defined by *The Dev Team*. This finite number of technologies, functionalities and/or processes work together to deliver the features and services you enjoy on the Portal. Depending on when you subscribe to the Portal, all of the components may or may not be available to you. Any missing components shall be made available in piecemeal method over the development timeline set for that major version release by *The Dev Team*.

As part of our fundamental policy of producing only software that conforms with world-class software engineering standards and best practices, we allow any component to be integrated into the system and made available for your use when and only when the component has gone through and passed all of our many rigorous quality measurement and assurance procedures. You understand and accept that such processes may not always take an exactly predictable length of time to complete.

1 **The Dev Team** usually will notify you of new components or plug-ins that become ready for
2 integration onto your version of the Portal through e-mail or on-site messages; and **The Dev**
3 **Team** shall proceed to upload the components or plug-ins as soon as they are ready without
4 necessarily seeking your permission to proceed with the updates. Such updates will usually
5 take less than two hours to be completed. During such updates however, **The Dev Team** may
6 temporarily make the Portal unavailable for use; but services shall be restored immediately
7 upon completion of the update. You understand and accept this occasional disruption of
8 services due to system updates.

9

10 5 BILLING AND REFUND POLICY

11 **JiT eduPortal Development Team** charges and collects money for use of the Portal, either
12 directly or indirectly. The payment amount might be a fixed flat rate or it might be
13 determined by your subscription level. Payment amount will be calculated from the **JiT**
14 **eduPortal** schedule of service fees and charges or “as quoted”. **The Dev Team** reserves the
15 right to modify the schedule of service fees and charges at any time, and any such change
16 will come into effect immediately for new subscribers and upon the subscription renewal for
17 existing subscribers.

18

19 While the subscription is not delinquent and these terms remain in force, your subscription
20 will be automatically renewed upon the completion of the subscription period, and where
21 you are responsible for payment, you will be invoiced in accordance with the schedule of
22 fees in force at that time, excepting the case where your service is subject to a quotation or a
23 written pricing agreement signed by a Managing Member of **The Dev Team**. Any such
24 negotiated pricing terms are confidential and may not be disclosed to a third party. If you
25 believe your invoice is incorrect for any reason, you must contact **The Dev Team** within 30
26 days of the subscription renewal to be eligible to receive an adjustment or credit.

27

28 Subscriptions may be upgraded, downgraded, or cancelled at any time. However, changes in
29 your subscription, including cancellation, may not take effect until your subscription renewal
30 period. Premature cancellation of your subscription does not automatically make you eligible
31 for a refund in whole or part.

32

1 All subscription service fees and charges are, once paid, non-refundable. Users who are
2 dissatisfied with the Portal and/or its services may report their complaints to **The Dev Team**
3 for redress. Upon receiving your complaint, **The Dev Team** shall make efforts to address your
4 issues no more than 24 hours provided such complaints are directly related to the Portal
5 and/or its services rather than hardware or network issues. To lodge any complaint, please
6 send an email to our contact emails given to you at the time of deploying/signing up,
7 including your phone number to help fast-track the process.

8
9 By using the Portal and/or its services, you hereby acknowledge and accept that we may
10 exercise, at our discretion, service cancellation for delinquent accounts. You are responsible
11 for ensuring the continuance of your account and compliance with this agreement.

12 6 SECURITY AND AVAILABILITY

13 Given that the Internet and World-Wide Web is a global environment, using the Internet
14 and/or World-Wide Web to collect and process data necessarily involves the transmission of
15 data on an international basis. Therefore, by making an online application or transaction via
16 the Portal and by communicating electronically with us, you acknowledge and agree to our
17 processing of your data in this way. The Portal does not make use of non-functional cookies.

18
19 **The Dev Team** had taken serious security measures against unauthorized access, loss and
20 unlawful processing of the personal data of users of the Portal either as students, parents,
21 job applicants, staff of the school or any other party that may use the services available on
22 the Portal.

23
24 **The Dev Team** may at any time and without prior notice (temporarily) interrupt access to the
25 Portal if there is a (potential) security incident and / or technical maintenance required.

26
27 After termination, interruption or maintenance it is possible that some of the data that users
28 have tried to register at the time of interruption in the Portal may be lost. All users are aware
29 of and accept this risk.

1 **7 FEEDBACK AND INTELLECTUAL PROPERTY**

2 By submitting feedback, ideas, ratings, reviews, or suggestions (“Feedback”) to *The Dev*
 3 *Team*, publicly through web pages (e.g. forums), or privately through customer service, you
 4 acknowledge and agree that:

- 5 (a) *Your Feedback automatically becomes the property of JiT eduPortal Development Team*
 6 *without any obligation of The Dev Team to you;*
- 7 (b) *Your Feedback does not contain confidential or proprietary information of you or any third*
 8 *party;*
- 9 (c) *The Dev Team may use or disclose such Feedback for any purpose, in any way, in any*
 10 *media worldwide;*
- 11 (d) *The Dev Team may have something similar to the Feedback already under consideration or*
 12 *in development; and*
- 13 (e) *You are not entitled to any compensation or reimbursement of any kind from The Dev*
 14 *Team.*

15
 16 **8 THIRD-PARTY SERVICES**

17 The Portal may display, include or make available third-party content (including data,
 18 information, plug-ins and other products services) or provide links to third-party websites or
 19 services (“Third-Party Services”). You acknowledge and agree that *The Dev Team* shall not be
 20 responsible for any Third-Party Services, including their accuracy, completeness, timeliness,
 21 validity, copyright compliance, legality, decency, quality or any other aspect thereof. *The Dev*
 22 *Team* does not assume and shall not have any liability or responsibility to you or any other
 23 person or entity for any Third-Party Services. Third-Party Services and links thereto are
 24 provided solely as a convenience to you and you access and use them entirely at your own
 25 risk and subject to such third parties’ terms and conditions.

26
 27 **9 USER CONDUCT**

28 You understand that all information, data, text, software, music, sound, photographs,
 29 graphics, video, messages, tags, or other materials (“content”), whether publicly posted or
 30 privately transmitted, are the sole responsibility of the person from whom such content
 31 originated. This means that you, and not *The Dev Team*, are entirely responsible for all
 32 content that you upload, post, email, transmit or otherwise make available via the Portal. *The*
 33 *Dev Team* does not control the content posted via the Portal and, as such, does not
 34 guarantee the accuracy, integrity or quality of such content. You understand that by using

1 the Portal, you may be exposed to content that is offensive, indecent or objectionable.
 2 Under no circumstances will **The Dev Team** be liable in any way for any content, including,
 3 but not limited to, any errors or omissions in any content, or any loss or damage of any kind
 4 incurred as a result of the use of any content posted, emailed, transmitted or otherwise
 5 made available via the Portal.

6

7 You agree to not use the Portal to:

8 (a) *upload, post, email, transmit or otherwise make available any content that is unlawful,*
 9 *harmful, threatening, abusive, harassing, distressing, defamatory, vulgar, obscene, libelous,*
 10 *invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;*

11 (b) *harm minors in any way;*

12 (c) *impersonate any person or entity, including, but not limited to, a **Dev Team** official, forum*
 13 *leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person*
 14 *or entity;*

15 (d) *forge headers or otherwise manipulate identifiers in order to disguise the origin of any content*
 16 *transmitted through the Portal;*

17 (e) *upload, post, email, transmit or otherwise make available any content that you do not have a*
 18 *right to make available under any law or under contractual or fiduciary relationships (such as*
 19 *inside information, proprietary and confidential information learned or disclosed as part of*
 20 *employment relationships or under nondisclosure agreements);*

21 (f) *upload, post, email, transmit or otherwise make available any content that infringes any*
 22 *patent, trademark, trade secret, copyright or other proprietary rights (“Rights”) of any party;*

23 (g) *upload, post, email, transmit or otherwise make available any unsolicited or unauthorized*
 24 *advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any*
 25 *other form of solicitation, except in those areas (such as shopping) that are designated for*
 26 *such purpose;*

27 (h) *upload, post, email, transmit or otherwise make available any material that contains software*
 28 *viruses or any other computer code, files or programs designed to interrupt, destroy or limit*
 29 *the functionality of any computer software or hardware or telecommunications equipment;*

30 (i) *disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the*
 31 *Portal are able to type, or otherwise act in a manner that negatively affects other users’*
 32 *ability to engage in real time exchanges;*

33 (j) *interfere with or disrupt the Portal or servers or networks connected to the Portal, or disobey*
 34 *any requirements, procedures, policies or regulations of networks connected to the Portal,*
 35 *including using any device, software or routine to bypass our robot exclusion headers;*

- 1 (k) intentionally or unintentionally violate any applicable local, state, national or international
 2 laws, including, but not limited to, regulations promulgated by the Nigerian Communications
 3 Commission, any rules of any national or other securities agencies, including, without
 4 limitation, those of the Independent Corrupt Practices and Other Related Offences
 5 Commission, the Economic and Financial Crimes Commission, and any regulations having the
 6 force of law;
- 7 (l) “stalk” or otherwise harass another; and/or
- 8 (m) collect or store personal data about other users in connection with the prohibited conduct and
 9 activities set forth in paragraphs (a) through (m) above.

10

11 You acknowledge that **The Dev Team** may or may not pre-screen content, but that **The Dev**
 12 **Team** and/or their designees shall have the right (but not the obligation) in their sole
 13 discretion to pre-screen, refuse, or remove any content that is available via the Portal.
 14 Without limiting the foregoing, **The Dev Team** and their designees shall have the right to
 15 remove any content that violates this General Terms and Conditions of Use or is otherwise
 16 objectionable. You agree that you must evaluate, and bear all risks associated with, the use
 17 of any content, including any reliance on the accuracy, completeness, or usefulness of such
 18 content. In this regard, you acknowledge that you may not rely on any content submitted to
 19 the Portal, including without limitation information in JiT eduPortal Message Boards and in all
 20 other parts of the Portal.

21

22 You acknowledge, consent and agree that **The Dev Team** may access, preserve and disclose
 23 your account information and content if required to do so by law or in a good faith belief that
 24 such access preservation or disclosure is reasonably necessary to:

- 25 (i) comply with legal process;
- 26 (ii) enforce the General Terms and Conditions of Use;
- 27 (iii) respond to claims that any content violates the rights of third parties;
- 28 (iv) respond to your requests for customer service; or
- 29 (v) protect the rights, property or personal safety of **The Dev Team**, users of the Portal and
 30 the public.

31

32 You understand that the Portal may include security components that permit digital
 33 materials to be protected, and that use of these materials is subject to usage rules set by **The**
 34 **Dev Team** and/or content providers who provide content to the Portal. You may not attempt

1 to override or circumvent any of the usage rules embedded into the Portal. Any unauthorized
2 reproduction, publication, further distribution or public exhibition of the materials provided
3 on the Portal, in whole or in part, is strictly prohibited.

4
5 **10 TERMINATION OF USER ACCOUNTS**

6 You may terminate your *JiT eduPortal* account, any associated user account(s) and access to
7 the Portal by submitting such termination request to *The Dev Team*.

8
9 You agree that *The Dev Team* may, without prior notice, immediately terminate, limit your
10 access to or suspend your *JiT eduPortal* account, any associated user account(s), and access
11 to the Portal. Cause for such termination, limitation of access or suspension shall include, but
12 not be limited to:

- 13 (a) *breaches or violations of the General Terms and Conditions of Service or other incorporated*
- 14 *agreements or guidelines;*
- 15 (b) *requests by law enforcement or other authoritative government agencies;*
- 16 (c) *discontinuance or material modification to the Portal (or any part thereof);*
- 17 (d) *unexpected technical or security issues or problems;*
- 18 (e) *extended periods of inactivity of the user account(s);*
- 19 (f) *engagement by you in fraudulent or illegal activities, and/or*
- 20 (g) *nonpayment of any fees owed by you in connection with the Portal.*

21
22 Further, you agree that all terminations, limitations of access and suspensions for cause shall
23 be made in *The Dev Team's* sole discretion and that *The Dev Team* shall not be liable to you or
24 any third party for any termination of your account, any associated user account(s), or access
25 to the Portal.

26
27 Termination of your JiT eduPortal account includes any or all of the following:

- 28 (a) *removal of access to all or part of the offerings within the Portal;*
- 29 (b) *deletion of your password and all related information, files and content associated with or*
- 30 *inside your account (or any part thereof), and*
- 31 (c) *barring of further use of all or part of the Portal.*

11 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE DEV TEAM DOES NOT WARRANT THAT THIS PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES THE DEV TEAM MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES AVAILABLE ON THE PORTAL. THE PORTAL AND ITS FUNCTIONALITIES ARE PROVIDED ON AN “AS-IS, AS-AVAILABLE” BASIS. THE DEV TEAM DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU ARE SOLEY REPOSNSIBLE FOR YOUR USE OF THE PORTAL AND/OR ITS SERVICES. UNDER NO CIRCUMSTANCES WILL THE DEV TEAM BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PORTAL AND/OR ITS SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE HELD RESPONSIBLE FOR FACTORS BEYOND OUR CONTROL THAT MAY INTERFERE WITH OUR ABILITY TO PROVIDE ACCESS TO THE PORTAL AND/OR ITS SERVICES. SUCH FACTORS INCLUDE, BUT ARE NOT LIMITED TO SERVER DOWNTIME, USER ID AND PASSWORD VERIFICATION PROBLEMS, OR NETWORK OUTAGES BEYOND OUR SERVERS.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE DEV TEAM SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12 INDEMNITY

You agree to indemnify, defend, and hold the *JiT eduPortal Development Team* harmless from and against any and all claims, liability, losses, costs, and expenses (including lawyers’ fees) incurred in connection with any legal issues arising from the use or alleged use of the Portal.

13 ACKNOWLEDGMENT

You acknowledge that you have read and understood this general terms and conditions of use and that you have had the opportunity to seek legal advice prior to agreeing to it. In consideration of us agreeing to provide the Portal and/or its services, you agree to be bound by the terms and conditions stipulated in this document. You further agree that it is the

1 complete and only statement of the agreement between you and the *JiT eduPortal*
2 *Development Team*, which supersedes any proposal or prior agreement and any other
3 communication between you and the *JiT eduPortal Development Team* relating to the subject
4 matter of these terms.

5

6 **14 ASSIGNMENT**

7 You may not assign your rights and/or obligations under these terms to any other party
8 without our prior written and signed consent. We may assign our rights and/or obligations
9 under these terms to any other party at our discretion.

10

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– END OF JiT eduPORTAL GENERAL TERMS AND CONDITIONS OF USE –

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