

# School Point Portal Terms and Conditions

## 1. Introduction

1.1 Please read this information carefully. By accessing this software, you confirm that you have understood and agree to be bound by the following terms and conditions. These Terms of Use (“Terms”) apply to your access and use of **School Point** educational software includes applications, software, websites, products and services.

1.2 The Services will include access to digital content and other functionality that is provided through the **School Point** Platform. These terms and conditions shall govern your use of the Services.

1.3 The Licensor is klex Global resources Ltd

1.4 If you register with **School Point**, you agree to these terms and conditions. These terms and conditions shall govern your use of **School Point** Software.

1.5 As part of your use of **School Point** Software, you may receive notifications, text messages, alerts, emails and other electronic communications. You agree to the receipt of these communications. You can control most communications from **School Point** in your account settings. We may need to provide you with certain communications, such as service announcements and administrative messages. You are responsible for any messaging or data fees you may be charged by your wireless carrier. Any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing

## 2. Copyright Notice

2.1 Copyright © 2021 klex global resources Ltd

2.2 Subject to the express provisions of these terms and conditions:

2.2.1 we, together with our licensors, own and control all the copyright and other intellectual property rights in **School Point** and the material published on School Point; and

2.2.2 all the copyright and other intellectual property rights in **School Point** and the material on **School Point** are reserved.

### 3. License to use School Point Software

3.1 You may:

- (a) view pages from School Point in a web browser;
- (b) download pages from School Point for caching in a web browser;
- (c) print pages from School Point;
- (d) download documents from School Point using the School Point download function;
- (e) stream audio and video files from School Point; and
- (f) use School Point services by means of a web browser,

subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from School Point or save any such material to your computer.

3.3 You may only use School Point and the Services for your own personal and career development purposes, and you must not use for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on School Point.

3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from School Point (including republication on another website);
- (b) sell, rent or sub-license material from School Point;
- (c) show any material from School Point in public;
- (d) exploit material from School Point for a commercial purpose; or

(e) redistribute material from School Point.

3.6 Notwithstanding Section 3.5, you may redistribute newsletters, event notifications and any general School Point or course marketing information in print and electronic form to any person.

## 4. Acceptable use

4.1 You must not:

(a) use School Point in any way or take any action that causes, or may cause, damage to School Point or impairment of the performance, availability or accessibility of School Point;

(b) use School Point in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use School Point to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to School Point without our express written consent;

(e) access or otherwise interact with School Point using any robot, spider or other automated means, except for the purpose of search engine indexing;

(f) violate the directives set out in the robots.txt file for School Point; or

(g) use data collected from School Point for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from School Point to contact individuals, companies or other persons or entities

4.3 You must ensure that all the information you supply to us through School Point, or in relation to School Point, is true, accurate, current, complete and non-misleading.

## 5. Registration and accounts

5.1 You may only connect to the School Point service using the website and mobile applications and software. Full use of the School Point service is dependent upon your use of a computer with adequate software or a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of the Service and it is your responsibility to ensure the equipment's functionality

5.2 To be eligible for an account on School Point under this Section 5, we must have been notified by your employer that you have been authorized to access the Services

5.3 You may register for an account with School Point by completing and submitting the account registration form on School Point and clicking on the verification link in the email that School Point will send to you.

5.4 You must not allow any other person to use your account to access School Point.

5.5 You must notify us in writing immediately if you become aware of any unauthorized use of your account.

5.6 You must not use any other person's account to access School Point.

## 6. User login details

6.1 If you register for an account with School Point, we will either provide you with or you will be asked to choose a user ID and password.

6.2 Full use of the School Point service requires that you create an account by providing us with information such as your full name, valid email address, username, job title, department and a strong password. You are responsible for the activity that occurs in association with your account. School Point or Klex Global resources Ltd its Licensors are not liable for any loss or damages caused by failure to maintain confidentiality of your account credentials. Please contact [support@Schoolpoint.com](mailto:support@Schoolpoint.com) if you discover or suspect any security breach related to School Point or the Services or your account

6.3 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 8; you must not use your account or user ID for or in connection with the impersonation of any person.

6.4 You must keep your password confidential.

6.5 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.6 You have the right to delete your account with us by contacting School Point or the Licensor klex Global resources Ltd who you purchased the Services from. If you choose to permanently delete your account, the non-public personal data that we have associated with your account will also be deleted

## 7. Your Content: License

7.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, comments, scripts, software and files) that you submit to us or School Point for storage or publication on, processing by, or transmission via, School Point.

7.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media

7.3 You grant to us the right to sub-license the rights licensed under Section 6.2.

7.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 7.2.

7.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

7.6 You may edit your content to the extent permitted using the editing functionality made available on School Point.

7.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublished or edit any or all of your content.

## 8. Your Content: Rules

8.1 You warrant and represent that your content will comply with these terms and conditions.

8.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

8.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation (for clarity, your content must not name or otherwise allow for the identification of any other person);
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;

(o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

(p) constitute spam;

(q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

(r) cause annoyance, inconvenience or needless anxiety to any person.

## 9. Report Abuse

9.1 If you learn of any unlawful material or activity on School Point, or any material or activity that breaches these terms and conditions, please let us know.

9.2 You can let us know about any such material or activity by email sent to [support@schoolpoint.com](mailto:support@schoolpoint.com).

## 10. Limited Warranties

10.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on School Point;

(b) that the material on School Point is up to date; or

(c) that School Point or any service on School Point will remain available.

10.2 We reserve the right to discontinue or alter any or all of School Point services, and to stop publishing School Point, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the Services or hosting School Point.

10.3 To the maximum extent permitted by applicable law and subject to Section 11.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, School Point and the use of School Point.

## 11. Limitations and Exclusions of Liability

11.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

11.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

- (a) are subject to Section 10.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

11.3 To the extent that School Point and the information and services on School Point are provided free of charge, we will not be liable for any loss or damage of any nature.

11.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. Further, we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet. You acknowledge that School Point may be subject to limitations, delays and other problems inherent in the use of such communications facilities. We do not warrant that your use of School Point will be uninterrupted or error-free.

11.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

11.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

11.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.



11.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with School Point or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## 12. Breaches of these Terms and Conditions

12.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to School Point;
- (c) permanently prohibit you from accessing ;
- (d) block computers using your IP address from accessing School Point;
- (e) contact any or all of your internet service providers and request that they block your access to School Point;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on School Point.

## 13. Third Party Websites

13.1 School Point includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

13.2 We have no control over third party websites and their contents, and subject to Section 10.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 14. Trademarks

14.1 School Point, our logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.

14.2 The third party registered and unregistered trademarks or service marks on School Point are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## 15. Variation

15.1 We may revise these terms and conditions from time to time.

15.2 We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of School Point from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using School Point.

## 16. Assignment

16.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

16.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## 17. Third Party Rights

17.1 A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## 18. Entire Agreement

18.1 Subject to Section 11.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of School Point and shall supersede all previous agreements between you and us in relation to your use of School Point.

## 19. Law and Jurisdiction

19.1 These terms and conditions shall be governed by and construed in accordance with the law.

19.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Federal Government of Nigeria.

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