



ALBAYEN SCHOOLS
USER TERMS OF SERVICE

1. INTRODUCTION

Welcome to Albayen® Learning and Teaching Support System. Albayen Schools is a digital platform that provides teachers the comprehensive teaching management tools to share learning materials with their students and monitor the students' progress (the '**Platform**'). The platform and its related services, products, software programs, and content are collectively referred to herein as the '**Services**'.

These User Terms of Service (these '**Terms**') form an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and its services. '**You**' refers to the individual who is using or accessing the Services or also may refer to as in '**User**'.

2. ACCEPTING THE TERMS

By accessing or using our services, you confirm that you will form a binding contract with Albayen Schools, that you accept these Terms and that you agree to comply with them. You also agree to comply with our Acceptable Usage Policy (as amended from time to time), which is hereby incorporated into these Terms. Your access to and use of our Services may also be subjected to additional terms which will be made available to you from time to time. The terms and conditions of any additional agreement can be found directly on the Platform or our website.

You accept the Terms by accessing or using our Services. You understand and agree that we will treat your access to or use of the Services as acceptance of the Terms from that point onwards. These Terms are effective from the date you first accept or use the Services and terminate upon termination of Customer's subscription to the Services.

3. CUSTOMER'S ACCOUNT

For the Services requiring an account to access, you must create an account as appropriate. When you create an account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party.

If you no longer want to use our Services and would like your account to be deleted, kindly contact us via our website and we will provide you with further assistance and guide you throughout the process. Once the account is deleted, you will not be able to reactivate your account or retrieve any of the content or information you have added.

Developers have the discretion to upgrade the freemium version of Albayen Schools to premium at a charge. Please be aware that this is a *trial system*. We provide reduced and limited availability. You should not store important data on this system.

We will not be liable for any data loss and damages.

4. FEEDBACK

If you elect to provide any feedback or comments to Albayen Schools related to the Services (**'Feedback'**), all such Feedback shall be the sole and exclusive property of Albayen Schools, and you hereby assign any right, title or interest it may have in such Feedback to Albayen Schools. Albayen Schools shall have the right to use and disclose such Feedback in any manner and for any purpose in Albayen Schools's discretion without remuneration, compensation, or attribution to you, provided that Albayen Schools is under no obligation to use such Feedback.

Notwithstanding anything herein to the contrary, Albayen Schools may use and publish your testimonials and Feedback regarding the Services in publications, presentations, and marketing assets used by Albayen Schools.

5. USER CONTENT

Users may be permitted to upload, download, post, submit, create, or send digital information or materials (**'User Content'**) to or through the Services.

You shall be solely responsible for your User Content and the consequences of posting, submitting, or sending your User Content on or to the Services. You further agree that you will not submit to the Services any User Content or other material that is contrary to applicable local, national, and international laws and regulations.

Albayen Schools takes reasonable measures to expeditiously remove from our Services any infringing material that we become aware of. Inappropriate circumstances and at its discretion, to disable or terminate the accounts of users of the Services who infringe copyrights or intellectual property rights of others.

This is shared server systems; hence all the User Content in this Services will be accessible by other users.

6. DATA PRIVACY AND SECURITY

By accessing the Platform, you acknowledge and agree that you are above the legal age in your jurisdiction and have read, understood, and accepted the terms of Albayen Schools's Privacy Policy. If you are under the legal age in your jurisdiction, you must have your parent or legal guardian's consent to use the Platform.

7. INTELLECTUAL PROPERTY RIGHTS

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree not to use the Services to infringe any intellectual property rights, for example uploading or sharing copyrighted material of a third party without their consent.