

# Terms and Conditions of Using SkoolApp During Trial Period

Upon checking on the “I agree to the terms of this agreement” and submitting the trial setup request, This Agreement (“**Agreement**”) is made between the Customer (as identified in the Trial Setup Request) (“**Customer**”) and SkoolApp Distribution Pte Ltd, a company duly incorporated in SINGAPORE (“**COMPANY**”) and governs the terms of use of the SkoolApp Software as set forth in this document.

## 1 **Definitions.**

- 1.1) “**Named Student(s)**” means number of students registered in the Customer specific SkoolApp portal
- 1.2) “**SkoolApp Software**” means the portal and the mobile apps provided by the Company on cloud to the Customer.
- 1.3) “**Distributor**” means the authorized distributor of SkoolApp Software

## 2 **License.**

- 2.1) SkoolApp Software (if ordered): The Company grants the Customer a non-exclusive, non-assignable and non-transferable license to use the SkoolApp Software for the number of **up to 1000 students** for a period of **1 months** FREE of cost pursuant to the terms of this Agreement (collectively, the “**Terms**”).

## 3 **Content and Intellectual Property Rights.**

- 3.1) All materials through the Services or made available to the Customer provided by the Company at the Customer’s request including, but not limited to brochure, presentations, company descriptions, contact information, images, portal, mobile app, and setup (collectively known as the “**Content**”) are protected by copyright pursuant to Singapore and international copyright laws, and owned or controlled by the Company, the party credited as the provider of the Content or other third parties.
- 3.2) The Company owns the layout, appearance, trademarks, and other intellectual property comprising the Services, but not the cached Web pages or material that has been copied from the cached pages which belongs to their respective copyright owners. The Customer may only use the Company’s and its Content providers’ intellectual property as expressly authorized herein.
- 3.3) SkoolApp Software may reference links to 3<sup>rd</sup> party web sites (the “**Linked Sites**”). The Company is not responsible for any of the content on the Linked Sites.

## 4 **Customer Responsibilities. The Customer agrees not to:**

- 4.1) Use the SkoolApp Software for more than agreed number of students and Not give access to 3<sup>rd</sup> party which is not part of the Customer’s organization.
- 4.2) Attempt to test, scan, probe or hack the vulnerability of the Service or any network used by the Service or to breach security, encryption or other authentication measures;
- 4.3) Reverse engineer, decompile or disassemble any portion of the Service and Not Use the Content for other than the Customer’s internal business purposes; or Modify, reproduce, publish, create derivative works from, license, transfer, barter or sell any Content in whole or in part, without the prior express written permission of the Company.

## 5 Termination and Modification.

- 5.1) The Company shall have the right, at its sole discretion, to immediately terminate or suspend the Agreement, without a cure period, if it determines that the Customer or any person using the Services through the Customer's account has violated the provisions of Sections 2, 3 or 4. Suspension of an account shall not result in an extension of the term.
- 5.2) In addition to any other damages it may be entitled to under law, should the Customer or any person using the Services through the Customer's account knowingly breach any material term of this Agreement, the Company shall have a right to injunctive relief, treble damages and its attorneys' fees and court costs required to address the breach.
- 5.3) Upon termination or expiration of this Agreement, the Customer shall have no further right to access or use the Services in any manner. The Customer shall have thirty (30) days following termination or expiration of this Agreement in which to request a copy of its data that has been stored in the SkoolApp.
- 5.4) The provisions of Sections 3, 4, 5, 6 and 7 shall survive termination or expiration of this Agreement.

6 **Disclaimers and Limitations.** The Customer assumes all responsibility and risk for the Customer's use of the Services. The Customer data transmitted via SkoolApp Software will be transmitted outside the Customer's system and, to that extent, the Company shall not be responsible for the privacy, security or integrity of such data. The Company expressly disclaims any warranties of title, merchantability, fitness for a particular purpose, and non-infringement of third party rights. The Company and its Content providers shall have no legal liability or responsibility for the accuracy or completeness of any information used or disclosed on the Services, including information that pertains to an individual's geographic location, and the Customer acknowledges that such information could pertain to individuals in jurisdictions regarding which it expressed no interest. In no event shall either party be liable for any indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the Customer's use of the Services. Either party's liability for any direct damages shall be limited to three (3) times the amount of fees that have been paid or are payable for the Services for the then-current period (including any additional fees assessed under Section 4.1), except for violations of Section 3.1, 4.2, and 4.3 which shall not be subject to this limitation.

## 7 Miscellaneous.

- 7.1) **Entire Agreement.** This Agreement represents the entire binding agreement between the Customer and the Company, and each party's respective successors and assigns, and supersedes any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the SkoolApp Services.
- 7.2) **Jurisdiction.** This Agreement shall be governed by the applicable laws of the New Delhi, India, without regard to its conflict of laws rules.
- 7.3) **Assignment and Waiver.** Neither party may assign any part of this Agreement without the prior written consent of the other party, except that no prior consent shall be necessary for an assignment in the context of a merger, acquisition or like event to the successor in interest to a party's assets.
- 7.4) **Equitable Relief.** The Customer and the Company understand and agree that, in addition to money damages, either party may be entitled to equitable relief where appropriate, without the obligation to post a bond, upon breach of any portion of this Agreement.
- 7.5) **Severability.** The terms of this Agreement are severable and may be construed to the extent of their enforceability in light of the parties' apparent mutual intent.

- 7.6) **Force Majeure.** If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented or interfered with by any act or condition beyond the reasonable control of a party hereto, that party upon giving prompt notice to the other party shall be excused from such performance during such occurrence.
- 7.7) **Interest and Further Costs.** The Customer shall pay the Company the lesser of one and one-half percent (1.5%) interest per month and the maximum legal interest rate permitted under applicable law, on the outstanding balance of any money owed the Company not paid when due (as per payment terms). The Customer shall be responsible for all costs incurred by the Company in order to recover payment of the Customer's account, including all collection and legal costs.
- 7.8) **Notices and Other Communications.** Notices required or permitted hereunder that are intended for the Customer specifically and not all other the customers shall be made to the Customer at the most recent email address on file with the Company and shall be made to the Company by email to ["info@skoolapp.com"](mailto:info@skoolapp.com) .
- 7.9) **Server Availability.** SkoolApp Software will be available 24/7 all days except routine maintenance performed once a month during week ends or public holidays.
- 7.10) **Data Security.** Following are the data security and privacy measures taken within SKOOLAPP SOFTWARE
- Every school can only see their own data. No school can see data of other schools
  - Each parent can only see data of their own children as applicable. They can't see data of other children
  - Database is tightly secured with proper server and network security
- 7.11) The Company reserves the rights to modify these terms and conditions.

-----End of the Agreement Document -----