



# **eduSYMS Terms and Conditions**

Effective Date: 18 September 2021

## **1. Introduction**

These Terms and Conditions ("Agreement") establish the terms and conditions governing your use of the eduSYMS platform and its services ("Services") provided by eduSYMS (PTY) LTD ("eduSYMS," "we," "us," or "our"). By accessing or utilising the Services, you acknowledge and agree to comply with this Agreement. If you disagree with any part of these terms, refrain from accessing or using the Services.

## **2. Services and Usage**

eduSYMS offers education management solutions through its platform, including but not limited to BackOffice, Student Portal, Parents Portal, and related services. You commit to using the Services solely for lawful purposes and in conformity with all applicable laws and regulations.

## **3. User Accounts**

Certain Services may necessitate the creation of a user account. You are responsible for maintaining the confidentiality of your account credentials and all activities carried out under your account. You consent to supplying accurate and complete information when creating an account and updating it to ensure accuracy and currency.

## **4. Privacy**

We collect, store, and process personal information following our Privacy Policy, which constitutes an integral part of this Agreement. By using the Services, you grant your consent to our collection, storage, and processing of personal information as outlined in the Privacy Policy.

## **5. Intellectual Property**

The eduSYMS platform, its content, trademarks, logos, and other materials are safeguarded by intellectual property laws. Without our prior written consent, you are prohibited from copying, modifying, distributing, or reproducing any portion of the platform.

## **6. Payment and Billing**

Certain Services may require payment of fees. You pledge to pay all relevant fees and charges as detailed in our billing terms.

## **7. Limitation of Liability**

eduSYMS disclaims liability for any direct, indirect, incidental, consequential, or exemplary damages stemming from your use of the Services. We do not guarantee the accuracy, completeness, or reliability of the content delivered through the Services.

## **8. Indemnification**

You commit to indemnify, defend, and hold eduSYMS harmless from any claims, damages, losses, liabilities, and expenses arising from your use of the Services, violation of this Agreement, or infringement of any third-party rights.

## **9. Governing Law and Dispute Resolution**

This Agreement is governed by the laws of South Africa. Any disputes arising in connection with this Agreement shall be resolved through arbitration following the rules of the Arbitration Foundation of South Africa.

## **10. Modification of Terms**

eduSYMS retains the right to modify, suspend, or discontinue any aspect of the Services or this Agreement at any time. You are responsible for periodically reviewing these terms for any changes.

## **11. Termination**

eduSYMS reserves the right to terminate or suspend your access to the Services at any time for any reason, including breach of this Agreement.

## **12. Entire Agreement**

This Agreement constitutes the entire agreement between you and eduSYMS regarding the Services and supersedes all prior agreements and understandings.

## **13. Contact Us**

If you have inquiries or concerns about this Agreement, please contact us at [contact@edusyms.co.za](mailto:contact@edusyms.co.za).

By accessing and using the eduSYMS platform and Services, you acknowledge that you have read, understood, and agreed to the terms and conditions outlined in this Agreement.