TERMS AND CONDITIONS OF USE FOR ENROLPRO WEB PORTAL

Access to the ENROLpro Student Management System online is provided on the understanding that The User has read and is willing to abide by a set of Terms and Conditions.

Licensor: Z&M numerics Ltd. **Licensee:** Any user that has been issued with an online login

Terms & Conditions

These are the terms on which the Licensor provides access to users of its online products.

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- 2. Usernames and Passwords, The User may be allocated a personal username and password for the purpose of gaining access to ENROLpro online software. Users must not pass such usernames and passwords onto any other individuals in an attempt to by-pass the registration or purchasing procedures for this product. Any such breach of this Licence will result in access being terminated for the User concerned.
- 3. **Copyright**, Except where otherwise stated, The Licensor is the copyright holder of ENROLpro and this licence in no way implies any transfer of that copyright to the User.
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- 8. Agreement to Pay. You agree to pay a monthly fee for the use of the software through the Service as stated in the Schedule of the Licence Agreement. You are responsible for keeping your account secure and confidential and you will be responsible for any charges that are incurred by any person through your account.
- 9. Right to Change Prices. All prices for products within the Service are subject to change by The Licensor at any time.
- **10. Violation of intellectual property rights.** If The Licensor receives a notice alleging that you have engaged in behaviour that infringes The Licensor's or other's intellectual property rights or reasonably suspects the same, The Licensor may suspend or terminate your account without notice to you. If The Licensor suspends or terminates your account under this paragraph, it shall have no liability or responsibility to you, including any amounts that you have previously paid.
- 11. **Modifications to service.** The Licensor reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you, without any liability to you or to any third party.
- 12. Indemnity, The User agrees to indemnify and hold harmless The Licensor and its agents, employees, representatives, licensors, affiliates, parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) arising from or concerning your breach of this Agreement and your use of the ENROLpro Software and to reimburse them on demand for any losses, costs or expenses they incur as a result thereof.
- 13. Termination The Licensor may at its sole discretion terminate this Agreement or suspend your account at any time without notice to The User in the event that The User breaches (or The Licensor reasonably suspects that has breached) any provision of this Agreement. If The Licensor terminates this Agreement, or suspends The User's account for any of the reasons set forth in this paragraph, it shall have no liability or responsibility to The User, and The Licensor will not refund any amounts previously paid.

The User understands and agrees that a cancellation of the account and Service membership is your sole right and remedy with respect to any dispute with The Licensor.

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