

TERMS AND CONDITIONS FOR USE OF ST. THOMAS SCHOOL, HANDIA, PRAYAGRAJ, ONLINE PAYMENT SYSTEM

ACCEPTANCE OF TERMS AND CONDITIONS

These terms and conditions are accepted by both (school and parents).

SCOPE AND USING

In accordance with these Terms and Conditions, the parents is granted a non-exclusive limited right to use the ST. THOMAS SCHOOL payment system, and any selected additional modules (collectively the "Application") which are made available online. The Parents does not acquire the Application or any copy or part and is not granted a license to implement the Application in any way other than as a web platform.

The parents entitles to use the Application for the number of entries, users, additional modules, etc. If the parents needs further capacity or functionality, then upon the use of any additional entries, without prior registration users or modules by the parents or upon any acceptance by school of any requested increase to entries, users or modules, the subscription will be upgraded automatically and the parents shall agree to pay the consequential increase in the subscription at the current rates for such entries, users and modules.

The Application itself, school, and web platform provides a list of subscription types as well as a list of additional technical features and services applicable to the different operational systems. Some functionalities and services may be subject to separate terms and conditions, which must be accepted in addition to these Terms and Conditions before use.

Only the parents and its representatives are entitled to use the Application, and the Application may not be used for or on behalf of any other parties or for data processing or the provision of services for other parties than the parents. The parents agrees to be fully responsible and liable for

any third parties that are given access to the Application by the parents or who use the parents's login details.

Other than as set out in 4, the parents is not entitled to assign the subscription or grant access to the Application, whether in full or in part, to any third party.

The parents shall ensure that the Application is not used in any manner which reflects adversely upon the name, reputation, and/or goodwill of school or in breach of any applicable law or regulation

TERMINATION

School is entitled to terminate the service, if the parents commits a material breach of these Terms and Conditions or becomes insolvent or has a receiver or administrator appointed over its assets

PARENTS DATA

As between the parties, the parents shall own any and all data it provides to school Application. The Application permits the parents to export records and data held by the Application and the Parents agrees to export any and all data prior to termination of the service.

School the right to delete Parents data 90 days after termination of the service regardless of the reason for termination, and school is not obligated to store any parents data after such time.

school shall be entitled to store parents data after termination in anonymized form for statistical and analytical purposes only.

school may disclose parents data to third parties and public authorities where such disclosure in school's opinion is justifiable and reasonable, e.g. to avoid a loss of value, including in connection with judgments, public authority orders, the parents's bankruptcy, death or the like.

OPERATIONAL STABILITY

school strives towards the highest possible operational stability, but shall not be responsible or liable for any breakdowns or service interruptions, including interruptions caused by factors beyond school's control, such as power failures, defective equipment, Internet connections, telecoms connections or the like. The Application and the service are provided "as is" and school expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

In the event of an interruption of service school will use reasonable commercial endeavors to restore normal operations as soon as possible.

If it becomes necessary to interrupt access to the Application, the parents will be notified in advance, if possible.

CHANGES

school may update and improve the Application on a continuous basis. school may also change the composition and design of the Application and services. Any such changes may be with or without notice and may affect the prior results or information uploaded to or provided by the Application.

INTELLECTUAL PROPERTY RIGHTS

The Application and any information provided by it, other than the parents's data, is protected by copyright and other intellectual property rights and is owned by or licensed to school. Any development or adaptations made to such intellectual property by parents shall vest in school. The parents shall notify school of any actual or suspected infringement of school's intellectual property rights and any unauthorized use of the Application that the parents is aware of.

No intellectual property rights are assigned to the parents.

In relation to any and all material uploaded by the parents and any and all parents data, the parents grants to school, its suppliers, and sub-contractors a non-exclusive worldwide irrevocable license to provide the Application and related services including marketing services to the parents. The parents represents and warrants that no uploaded material or parents data will infringe third party rights or intellectual property rights and will not contain any material that is obscene, offensive, inappropriate or in breach of any applicable law.

ASSIGNMENT

school is entitled to assign its rights and obligations vis-à-vis the parents to a group company or to a third party.

The parents accepts that school is entitled to use subcontractors in all matters, including for the implementation and operation of the Application and the storage of Parents data.

SCHOOL'S LIABILITY

school disclaims all liability and shall not be liable in contract, tort (including negligence), statutory duty, pre-contract or otherwise arising out of or in connection with these Terms and Conditions or the Application for any

- (a) consequential, indirect or special loss or damage; or
- (b) any loss of goodwill, reputation or data; or
- (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings). In each case whether advised of the possibility of such loss or damage and howsoever incurred.

School is not liable for third party solutions that are available via and/or integrated with the Application, including currency feeds, scan functions, etc. Consequently, School cannot be held liable for the correctness, completeness, quality, and reliability of the information or for the results which are achieved by means of such third-party solutions. Moreover, School cannot be held liable for the availability, security or functionality of such third-party solutions, including for any damage

and/or loss caused by such third-party solutions. The parents is responsible for proving that a loss or damage suffered by the parents is not attributable to any third-party solutions.

The maximum liability of school in contract, tort (including negligence), statutory duty, or otherwise arising out of or in connection with the Terms and Conditions or the Application; shall, in respect of any one or more events or series of events (whether connected or unconnected) taking place within any twelve-month period, be limited to the Fees paid by Parents in such period.

DUTY OF CONFIDENTIALITY AND DATA SECURITY

school will only process parents data in accordance with the parents's instructions and not for its own, unauthorized purposes.

school will keep confidential all of the parents's confidential information that the Parents provides to School save to where such information has come into the public domain other than by breach of this clause, or where School has obtained the information from a third party without a duty of confidence or where it is required to be disclosed by a regulatory or government body or court of competent jurisdiction. School takes no responsibility towards Information that the Parents chooses to store in the Application such as brochures, technical drawings, etc. as such information can be accessed by all users.

School shall take all necessary technical and organizational security measures to ensure the safe and secure processing of any Parents data. School shall comply with its obligations under the General Data Protection Regulation.

At the Parents's request School will provide sufficient information to enable the Parents to ensure that the said technical and organizational measures have been taken. School shall be permitted to charge the Parents for such work at its standard rates.

The Parentss information is stored in the Application and/or at Schools server. If Parents which all information transferred to Parentss own server such is to arrange either by contact to School or by use of the export function at the Application.

Where the Parents provides information, user names or passwords in relation to any third party information feed or service to School, the Parents shall warrant that the provision of such information or the integration of the Application with such third party feed or service or the storage and use by School of such information shall not breach the terms and conditions for such service or any other third party rights. The Parents shall indemnify and hold harmless School from any and all loss, damage, cost, and expense arising from breach of this clause.

CHANGE OF TERMS AND CONDITIONS

School may update these Terms and Conditions from time to time. The current version of the Terms and Conditions in force from time to time are available on School's website. School shall endeavor to provide reasonable notice of any changes by posting such changes on the web site. Further use of the Application after any change to the Terms and Conditions shall be deemed to be acceptance of such Terms and Conditions. It is the Parents's responsibility to check the website regularly to keep updated on any changes to these Terms and Conditions

DISPUTES

These terms and conditions shall be construed in accordance with the laws of India and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Varanasi, India

GENERAL

Relationship: Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in the Agreement or create any agency between the parties

Entire agreement: Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements, and understandings between them relating to the subject matter of the Agreement. Each party confirms that it has not relied upon any statement, representation, or understanding that is not an

express term of this Agreement and shall not have any remedy in respect of any statement, representation, or understanding which is not an express term unless made fraudulently

Waiver: No failure or delay exercise by any party in exercising any right, power or remedy under this Agreement will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy

Rights of Third Parties: Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favor of any person other than the parties to this Agreement

Further Assurance: Each party shall at the cost and expense of the other party use all reasonable endeavors to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights, and benefits to be transferred to the other party under this agreement

Validity

These Terms and Conditions become effective on April 1st, 2021, and supersede all previous terms and conditions.