

Terms of Service

Last Updated: January 1, 2025

Agreement to Terms

Welcome to SchEase, a school management platform operated by Cognix Group Limited, a company registered in Nigeria ("we," "us," "our," or "CognixTech").

These Terms of Service ("Terms") constitute a legal agreement between you (the "School," "you," or "your") and Cognix Group governing your use of the SchEase platform, including our website (www.schease.cognixtech.org), mobile applications, and related services (collectively, the "Service").

By creating an account, accessing, or using SchEase, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use our Service.

1. Definitions

"Account" means the SchEase account created by a School to access and use the Service.

"Administrator" means the individual(s) designated by the School with full access rights to manage the School's Account.

"Content" means all information, data, text, software, graphics, photographs, and other materials uploaded, entered, or generated through the Service.

"School Data" means all student records, parent information, staff data, financial records, academic information, and other Content entered or uploaded by the School.

"Subscription" means the paid plan selected by the School for continued access to the Service after any trial period.

"User" means any individual authorized by the School to access the Service, including administrators, teachers, bursars, parents, and students.

2. Eligibility and Account Registration

2.1 Eligibility

To use SchEase, you must:

- Be a registered educational institution, school proprietor, or authorized representative of a school
- Have the legal authority to enter into binding agreements on behalf of the School
- Provide accurate and complete registration information
- Comply with all applicable laws and regulations in your jurisdiction

2.2 Account Creation

To access SchEase:

- Create an Account by providing required information (school name, contact details, student count, etc.)
- Designate at least one Administrator with full access rights
- Verify your email address and phone number
- Accept these Terms and our Privacy Policy

2.3 Account Responsibilities

You are responsible for:

- Maintaining the confidentiality of your Account credentials
- All activities that occur under your Account
- Ensuring all Users comply with these Terms
- Notifying us immediately of any unauthorized access or security breaches
- Ensuring information provided remains accurate and current

You must not:

- Share Account credentials with unauthorized individuals
- Allow anyone outside your School to access your Account
- Create multiple Accounts for the same School without authorization
- Use another School's Account without permission

2.4 User Accounts

As the School Administrator, you may create User accounts for:

- School staff (teachers, bursars, administrators)
- Parents and guardians
- Students (where appropriate)

You are responsible for:

- Ensuring Users have appropriate permissions based on their roles

- Monitoring User activity and compliance with these Terms
 - Promptly removing access when Users leave your School or no longer require access
 - Maintaining accurate User information
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3. Free Trial and Subscription Plans

3.1 Free Trial

We offer a 30-day free trial for new Schools:

- Full access to all features during the trial period
- No credit card required to start
- No obligation to continue after trial ends
- Trial period begins on the date of Account creation

During the trial:

- You may enter real School Data
- You receive full customer support
- You may cancel at any time without charge
- You retain all School Data upon cancellation

3.2 Subscription Plans

After the trial period, continued use requires a paid Subscription:

Standard Plan:

- \$2 per student per month (billed monthly or annually)
- Full platform access
- Unlimited staff and parent accounts
- All core modules included
- Free updates and improvements
- Technical support during business hours

Premium/Enterprise Plans:

- Custom pricing based on School size and requirements
- Everything in Standard, plus:
 - Priority support
 - Custom feature development
 - Multi-branch management
 - Dedicated account manager
 - Advanced integrations
 - Service Level Agreement (SLA)

3.3 Billing and Payment

Payment Terms:

- Subscriptions billed monthly or annually in advance
- Payment due on the first day of each billing period
- Accepted payment methods: bank transfer, card payment, mobile money
- Pricing based on enrolled student count as of billing date

Price Changes:

- We may change Subscription prices with 60 days' notice
- Price changes do not affect your current billing period
- Continued use after price change constitutes acceptance
- You may cancel before price change takes effect

Late Payment:

- Accounts with payments overdue by 15 days will have limited access
- Accounts overdue by 30 days may be suspended
- You remain responsible for all fees during suspension
- We may charge interest on overdue amounts at 2% per month or the maximum permitted by law, whichever is lower

3.4 Refund Policy

30-Day Money-Back Guarantee:

- If you're not satisfied within 30 days of your first paid Subscription, we'll provide a full refund
- Refunds processed within 14 business days of request
- Applies only to first-time subscribers
- You retain access during refund processing period

Other Refund Situations:

- No refunds for partial month/year usage after the 30-day period
- No refunds for downgrading from a higher-tier plan
- Extraordinary circumstances evaluated on a case-by-case basis
- We may issue pro-rata refunds at our discretion for service failures

Guarantee Exception: If we fail to meet our 6-week implementation deadline (from signup to go-live), your first month of Subscription is free. This guarantee applies when delays are attributable to SchEase, not to School's delays in providing information or completing training.

4. Use of the Service

4.1 Permitted Uses

You may use SchEase to:

- Manage student admissions, enrollment, and records
- Track attendance and academic performance
- Manage fee collection and financial operations
- Communicate with parents, students, and staff
- Generate reports and analyze school data
- Access educational resources and AI-powered tools
- Perform other school administrative and educational functions

4.2 Prohibited Uses

You must not use SchEase to:

- Violate any laws, regulations, or third-party rights
- Upload or transmit viruses, malware, or harmful code
- Attempt to gain unauthorized access to our systems
- Interfere with or disrupt the Service or servers
- Use automated systems (bots, scrapers) without authorization
- Reverse engineer, decompile, or disassemble the Service
- Remove or modify any proprietary notices or labels
- Use the Service for any purpose other than school management
- Share access credentials with competitors or unauthorized parties
- Resell or sublicense the Service without written permission
- Store or process data unrelated to legitimate school operations
- Use the Service in any way that could damage our reputation

4.3 Compliance with Laws

You agree to:

- Comply with all applicable Nigerian and international laws
- Obtain necessary consents for collecting and processing personal data
- Comply with student privacy laws and regulations
- Maintain appropriate data protection policies
- Respect intellectual property rights
- Not use the Service for unlawful or fraudulent purposes

4.4 Acceptable Content

You are responsible for all School Data and Content entered into SchEase.

You must not upload or enter Content that:

- Is illegal, obscene, defamatory, or hateful
- Infringes third-party intellectual property rights

- Contains malware, viruses, or harmful code
- Violates student privacy or safety
- Contains false or misleading information
- Harasses, threatens, or intimidates individuals
- Is unrelated to legitimate school operations

We reserve the right to remove Content that violates these Terms, but we have no obligation to monitor Content proactively.

5. Data Ownership and Use

5.1 Your Data Ownership

You retain all ownership rights to School Data.

- School Data belongs to your School, not to Cognix Group
- You control how School Data is used, shared, and disclosed
- You may export School Data at any time
- You may delete School Data subject to legal retention requirements
- Upon Account termination, you retain ownership of all School Data

5.2 License to Cognix Group

By using SchEase, you grant Cognix Group a limited license to:

- Host, store, and process School Data to provide the Service
- Display School Data to authorized Users based on permissions you set
- Create backups of School Data for disaster recovery
- Use aggregated, anonymized data for product improvement and research

This license:

- Is non-exclusive and limited to providing the Service
- Terminates when you delete School Data or close your Account
- Does not permit us to sell or disclose your School Data to third parties for their purposes
- Does not grant us any ownership rights in your School Data

5.3 Our Use of Aggregated Data

We may use anonymized, aggregated data derived from School Data for:

- Platform performance analysis and improvement
- Development of new features and AI models
- Education industry research and insights
- Marketing materials (without identifying any School)

Important: This aggregated data:

- Cannot identify any specific School, student, parent, or staff member
- Is combined with data from multiple schools
- Does not include any personally identifiable information
- Is created only for product improvement purposes

5.4 Data Protection and Security

We commit to:

- Implementing industry-standard security measures (as detailed in our Privacy Policy)
- Encrypting School Data in transit and at rest
- Maintaining regular security audits and vulnerability assessments
- Notifying you promptly of any data breaches affecting your School
- Complying with Nigerian Data Protection Regulation (NDPR)
- Processing School Data only as necessary to provide the Service

See our Privacy Policy for complete details on data protection practices.

6. Intellectual Property Rights

6.1 Cognix Group Intellectual Property

The SchEase platform, including all software, designs, graphics, text, algorithms, and other Content created by us (excluding your School Data), is owned by Cognix Group Limited and protected by:

- Nigerian and international copyright laws
- Trademark laws
- Patent laws (where applicable)
- Trade secret laws

We grant you a limited, non-exclusive, non-transferable license to:

- Access and use the Service for your School's operations
- View and interact with the Service interface
- Use our documentation and training materials

This license does not permit you to:

- Copy, modify, or create derivative works of our software
- Distribute, sell, lease, or sublicense the Service
- Remove or alter any proprietary notices
- Use our intellectual property for competitive purposes

6.2 SchEase Trademarks

"SchEase," our logo, and other marks are trademarks of Cognix Group Limited. You may not use our trademarks without prior written permission, except as necessary to identify the Service you're using (e.g., "Our school uses SchEase").

6.3 Feedback and Suggestions

If you provide feedback, suggestions, or ideas about SchEase:

- You grant us unlimited rights to use, implement, and commercialize your feedback
 - No compensation is owed for feedback provided
 - We have no obligation to implement any suggestions
 - You represent that your feedback does not violate third-party rights
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7. Third-Party Services and Integrations

7.1 Third-Party Providers

SchEase integrates with third-party services including:

- Payment processors (for fee collection)
- SMS and messaging providers (for notifications)
- Cloud hosting infrastructure
- Analytics and performance monitoring tools

Your use of third-party services:

- May be subject to additional terms and conditions
- Is governed by the third party's privacy policy
- May involve data sharing as described in our Privacy Policy
- May require separate accounts or subscriptions

7.2 Optional Integrations

You may choose to integrate SchEase with third-party tools (accounting software, learning management systems, etc.). When you authorize integrations:

- You grant permission for data sharing between SchEase and the third party
- The third party's terms and privacy policy apply to their services
- We are not responsible for third-party performance or data practices
- You may disconnect integrations at any time

7.3 Third-Party Content

Educational resources, exam questions, and other Content from third parties accessible through SchEase:

- Are provided "as is" without warranties from Cognix Group
 - May be subject to separate copyright and usage terms
 - May be removed or changed without notice
 - Are not endorsed or guaranteed by Cognix Group
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8. Service Availability and Support

8.1 Service Availability

Uptime Commitment: We strive to maintain 99.9% uptime for SchEase, measured monthly, excluding:

- Scheduled maintenance (announced at least 48 hours in advance)
- Emergency maintenance (announced as soon as possible)
- Force majeure events beyond our reasonable control
- Disruptions caused by your actions or third-party services

No Absolute Guarantee: We do not guarantee uninterrupted, error-free, or completely secure access to the Service. Internet-based services are inherently subject to disruptions.

8.2 Scheduled Maintenance

We perform regular maintenance to improve the Service:

- Routine maintenance scheduled during low-usage periods (typically nights/weekends)
- Advance notice provided at least 48 hours before scheduled downtime
- Maintenance windows kept as brief as possible
- Critical updates may occasionally require immediate deployment

8.3 Customer Support

Standard Plan Support:

- Email and phone support during business hours (Monday-Saturday, 8am-6pm WAT)
- Response within 24 hours for non-urgent inquiries
- Response within 4 hours for urgent issues during business hours
- Self-service resources (documentation, video tutorials, FAQs) available 24/7

Premium/Enterprise Support:

- Priority response times (1-2 hours for urgent issues)
- Dedicated account manager
- Extended support hours or 24/7 support (depending on plan)

- Proactive monitoring and optimization recommendations

Support Exclusions: We do not provide support for:

- Issues caused by your misuse of the Service
- Customizations not performed by Cognix Group
- Third-party services or integrations (beyond basic troubleshooting)
- Training beyond initial onboarding (additional training available for purchase)

8.4 Service Modifications

We may modify, update, or discontinue features of the Service:

- New features and improvements released regularly at no additional cost
- Deprecated features phased out with reasonable notice (typically 90 days)
- Critical security or compliance updates implemented immediately
- Major changes announced in advance when possible

We are not liable for any modifications or discontinuation of Service features.

9. Warranties and Disclaimers

9.1 Limited Warranty

Cognix Group warrants that:

- The Service will function substantially as described in our documentation
- We will use commercially reasonable efforts to ensure Service availability
- We have the right to provide the Service to you
- We will comply with applicable data protection laws

This warranty is valid for 30 days from the start of your paid Subscription. Your exclusive remedy for breach of this warranty is service credits or refund as determined by us.

9.2 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

We specifically disclaim:

- Warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties regarding accuracy, reliability, or completeness of Content
- Warranties that the Service will be uninterrupted, error-free, or secure
- Warranties regarding results obtained from using the Service

We do not warrant that:

- The Service will meet your specific requirements
- Defects or errors will be corrected immediately
- The Service is compatible with all devices or software
- AI-powered features will be perfectly accurate
- Educational outcomes will be achieved through use of the Service

9.3 School Responsibilities

You acknowledge and agree that:

- You are responsible for backing up your School Data (though we also maintain backups)
 - You must verify accuracy of reports and calculations generated by the Service
 - You are responsible for complying with education regulations and laws
 - You must obtain necessary consents from parents and staff
 - You are responsible for training Users and ensuring proper use
 - You must maintain appropriate internal policies and procedures
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10. Limitation of Liability

10.1 Types of Damages

TO THE MAXIMUM EXTENT PERMITTED BY NIGERIAN LAW, COGNIX GROUPS'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM THESE TERMS OR YOUR USE OF THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO COGNIX GROUP IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

IN NO EVENT SHALL COGNIX GROUP BE LIABLE FOR:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, goodwill, or business opportunities
- Cost of substitute services or products
- Damages arising from service interruptions or errors
- Damages caused by third-party services or integrations
- Damages resulting from unauthorized access to your Account
- Damages arising from your violation of these Terms

10.2 Exceptions to Limitations

These limitations do not apply to:

- Our gross negligence or willful misconduct
- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation

- Liability that cannot be excluded under Nigerian law
- Our obligations to indemnify you as described below

10.3 Basis of the Bargain

You acknowledge that:

- These limitations reflect the allocation of risk between the parties
 - SchEase pricing is based on these limited warranties and liabilities
 - You would not receive the same pricing without these limitations
 - You have had the opportunity to review these Terms before agreeing
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11. Indemnification

11.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless Cognix Group, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- Your violation of these Terms
- Your misuse of the Service
- Your violation of any laws or regulations
- Your School Data or Content
- Your infringement of third-party intellectual property rights
- Your failure to obtain necessary consents from parents, students, or staff
- Claims by parents, students, staff, or third parties related to your use of the Service
- Your negligence or willful misconduct

11.2 Indemnification Process

For claims subject to your indemnification:

- We will promptly notify you of any claim
- You will have sole control of the defense and settlement (with our consent, not to be unreasonably withheld)
- We may participate in defense at our expense
- You will not settle any claim that imposes obligations on us without our written consent

11.3 Cognix Group Indemnification

We will indemnify you against claims that the Service infringes a third party's intellectual property rights, provided:

- You promptly notify us of any such claim

- You give us sole control of the defense and settlement
- You provide reasonable assistance in the defense
- The claim does not arise from your modifications or misuse of the Service

Our remedies: If infringement is alleged or likely, we may, at our option:

- Obtain the right for you to continue using the Service
- Modify the Service to avoid infringement
- Replace the Service with non-infringing functionality
- Terminate your Account and refund pre-paid fees on a pro-rata basis

This is your exclusive remedy for intellectual property infringement claims.

12. Term and Termination

12.1 Term

These Terms commence when you create an Account and continue until terminated as described below.

Your Subscription continues for the period you've paid for (monthly or annually) and automatically renews unless you cancel before the renewal date.

12.2 Termination by You

You may terminate at any time by:

- Providing written notice at least 15 days before your next billing date
- Canceling through your Account settings (where available)
- Contacting our support team

Upon cancellation:

- You retain access through the end of your current billing period
- No refunds for unused time after the 30-day money-back period
- You may export your School Data before termination
- All User accounts will be deactivated

12.3 Termination by Cognix Group

We may suspend or terminate your Account immediately if:

- You violate these Terms in a material way
- You fail to pay fees when due (after 30-day grace period)
- Your use poses security or legal risks
- You engage in fraudulent activity

- You breach confidentiality or intellectual property provisions
- Continued service would violate applicable law

We may also terminate with 60 days' notice:

- For convenience (with pro-rata refund of pre-paid fees)
- If we discontinue the Service
- For business or operational reasons

Before termination for violation:

- We will typically provide notice and opportunity to cure (except for serious violations)
- You will have 10 business days to remedy the violation
- We may suspend access during the cure period

12.4 Effects of Termination

Upon termination:

- Your license to use the Service terminates immediately
- You must cease all use of the Service
- All User accounts will be deactivated
- You retain ownership of School Data

Data Retention:

- You may export School Data for 90 days after termination
- After 90 days, we may permanently delete your School Data
- We retain data longer only if required by law or for legitimate business purposes
- Anonymized, aggregated data may be retained indefinitely

Surviving Provisions: The following sections survive termination:

- Data Ownership and Use
 - Intellectual Property Rights
 - Warranties and Disclaimers
 - Limitation of Liability
 - Indemnification
 - Dispute Resolution
 - General Provisions
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13. Dispute Resolution

13.1 Informal Resolution

Before initiating formal proceedings, you agree to:

- Contact us at privacy@cognixtech.org describing the dispute
- Participate in good faith negotiations for at least 30 days
- Provide reasonable information and cooperation

Most disputes can be resolved through this informal process.

13.2 Governing Law

These Terms are governed by the laws of the Federal Republic of Nigeria, without regard to conflict of law principles.

13.3 Jurisdiction and Venue

For Nigerian Schools: Any legal action or proceeding arising from these Terms shall be brought exclusively in the courts located in Lagos State, Nigeria, and you consent to the jurisdiction of such courts.

For International Schools: Disputes may be resolved in Nigerian courts or in your local jurisdiction as mutually agreed, but Nigerian law shall govern interpretation of these Terms.

13.4 Arbitration (Optional)

By mutual agreement, disputes may be resolved through binding arbitration under the rules of:

- The Lagos Court of Arbitration (Domestic Arbitration Centre), or
- Another mutually acceptable arbitration body

Arbitration provisions:

- Conducted in Lagos, Nigeria (or mutually agreed location)
- English language
- Single arbitrator unless parties agree otherwise
- Decision is final and binding
- Each party bears its own costs unless arbitrator decides otherwise

13.5 Class Action Waiver

You agree to resolve disputes on an individual basis only. You waive any right to participate in class action lawsuits or class-wide arbitration against Cognix Group.

13.6 Exceptions to Dispute Resolution

Nothing in this section limits either party's right to:

- Seek injunctive relief for intellectual property violations or confidentiality breaches
- Pursue claims in small claims court (if eligible)
- Report suspected criminal activity to authorities
- Seek emergency relief to prevent irreparable harm

14. General Provisions

14.1 Entire Agreement

These Terms, together with our Privacy Policy and any Subscription agreement, constitute the entire agreement between you and Cognix Group regarding the Service and supersede all prior agreements, communications, and understandings.

14.2 Amendments

We may modify these Terms at any time by:

- Posting updated Terms on our website
- Sending notice to your email address on file
- Providing at least 30 days' notice before material changes take effect

Your options:

- Continued use after the effective date constitutes acceptance
- You may terminate your Account before changes take effect if you disagree
- We will provide a refund of pre-paid fees on a pro-rata basis upon such termination

14.3 Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by an authorized representative of Cognix Group.

14.4 Severability

If any provision of these Terms is found to be invalid or unenforceable:

- That provision shall be modified to the minimum extent necessary to make it enforceable
- If modification is not possible, that provision shall be severed
- All other provisions remain in full force and effect

14.5 Assignment

You may not assign these Terms without our written consent.

We may assign these Terms to:

- Any affiliate or subsidiary
- A successor in connection with a merger, acquisition, or sale of assets

- Any party assuming our obligations under these Terms

14.6 Force Majeure

Neither party is liable for failure or delay in performance due to circumstances beyond reasonable control, including:

- Natural disasters (earthquakes, floods, fires)
- War, terrorism, or civil unrest
- Government actions or regulations
- Internet or telecommunications failures
- Pandemics or public health emergencies
- Labor disputes or strikes

Obligations resume when circumstances permit. If force majeure continues for more than 90 days, either party may terminate with written notice.

14.7 Independent Contractors

You and Cognix Group are independent contractors. These Terms do not create a partnership, joint venture, employment, or agency relationship.

14.8 Third-Party Beneficiaries

These Terms are for the benefit of you and Cognix Group only. No third party has any right to enforce these Terms, except:

- Our affiliates and service providers (who may rely on limitations of liability and disclaimers)
- Indemnified parties under Section 11

14.9 Export Compliance

You represent that you are not located in a country subject to Nigerian export restrictions or on any Nigerian or international sanctioned party list. You agree to comply with all applicable export control laws.

14.10 Government End Users

If you are a government entity or government-funded institution, the Service is "commercial computer software" as defined in applicable regulations. You have only those rights granted to commercial end users under these Terms.

14.11 Language

These Terms are prepared in English. Any translation is for convenience only. In case of conflict between English and translated versions, the English version prevails.

14.12 Notices

Notices to you: We may send notices via:

- Email to the address on your Account
- In-app notifications
- Posted announcements on our website

Notices to us: Send legal notices to:

Cognix Group Limited
Attention: Legal Department
Email: privacy@cognixtech.org
Address: Lagos, Nigeria

Notices are effective when sent (for email) or when received (for postal mail).

14.13 Survival

Provisions that by their nature should survive termination will survive, including:

- Data ownership and licenses
 - Intellectual property rights
 - Payment obligations
 - Warranties, disclaimers, and limitations of liability
 - Indemnification
 - Dispute resolution
 - General provisions
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15. Contact Information

Questions About These Terms

General Inquiries:

Email: info@cognixtech.org
Phone: +234 703 125 0097

Legal Questions:

Email: privacy@cognixtech.org

Privacy Questions:

Email: privacy@cognixtech.org

Security Issues:

Email: info@cognixtech.org

Mailing Address:

Cognix Group Limited
Enugu, Nigeria

Business Hours:

Monday - Saturday, 8:00am - 6:00pm WAT

Acknowledgment

BY CREATING AN ACCOUNT OR USING SCHEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

You represent that you have the authority to bind your School to these Terms and that you are at least 18 years of age.

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