

EXAM-COMPILER

TERMS AND CONDITIONS / PRIVACY STATEMENT / SERVICE USE DOCUMENTATION

In these Terms and Conditions the following definitions apply

General Terms and Conditions:

EC refers to Exam Compiler

ECS (software / service) is the Exam Software and more precisely referred to as the SaaS

ECSP is the Exam Software Platform is the hosting environment and servers where ECS is located and which can be accessed via internet.

Exam Compiler General Terms and Conditions entitled "EC Terms and Conditions

Defect: a demonstrable and reproducible defect in the Software as a result of which the Software's functionality differs fundamentally from its description as outlined throughout ECS website

User: an individual member who uses the EC Platform.

Incident: a malfunction, not caused by a Defect, as a result of which the SaaS Service is not available.

Login Codes: the authentication data such as a user name and password that enable access to the ECS Service.

Operational Hours: 8:00 a.m. to 5:00 p.m. (EST) on Monday to Friday, with the exception of generally recognised holidays and public holidays.

After hours support: Ticket support system and / or chatbot.

Client: a multiuser institution / business / organization / association / party that purchases a multiuser license membership to the ECS Service

SaaS Service: the service whereby EC makes and keeps Software and Client's data available to the Client and Users via the internet or another network.

TERMS AND CONDITIONS

1. EC may, within reason, make adjustments and enhancements to ECS.

Clients and Users will be notified by email. If the Client / User continues to use the ECS Service after this date, the Client consents to changes to the ECS Service.

2. In addition the General Terms and Conditions, the Agreement may change from time to time at the moment that the Client and/or Users use the ECS

3. EC will provide its Service to the Client as stated within it's website. EC will carry out the following Work as part of the SaaS Service for the duration of the Agreement:

- making and keeping the Software and Client's data available within the Hosting Environment. Availability will be dependent on that supplier;
- taking appropriate technical and organisational measures in the Hosting Environment to protect the Software and the Client's data against loss and damage and against any unauthorised access or use;
- providing User support to the Client, during Office Hours + After Hours Support, for the use of the SaaS Service;

- if and to the extent determined in the Engagement Letter, making a back-up of the Client's data that are processed using the SaaS Service;
- if and to the extent determined in the Engagement Letter, providing workarounds if access to the Hosting Environment in which the Software is installed is temporarily or permanently impossible.

1. EC grants the Client the non-exclusive and non-transferrable right to use the SaaS Service without geographical limitations however dependent on the country and industry profile it was designed for.

2. Unless agreed otherwise in the Engagement Letter, the Client may only use the SaaS Service for processing data from its own organisation. The Client will not use the SaaS Service for the benefit of any third party and/or enable a third party to use the SaaS Service unless agreed otherwise in the Engagement Letter. The Client may not transfer, issue or disclose the Login Codes or allow inspection by or make them available to a third party unless they are provided to third parties to

whom the Client is entitled to provide the SaaS Service under the Engagement Letter.

3. EC is authorised to take technical measures to protect the SaaS Service or with a view to agreed limitations to the duration or scope of the SaaS Service. The Client is not authorised to remove or bypass the technical measures in the SaaS Service.

4. EC is entitled to alter the nature and the extent of the SaaS Service by, among other things, offering an altered or new version of the Software or by using an altered or different Hosting Environment. EC is entitled to maintain, alter or add to the functionalities or properties of the SaaS Service.

5. EC is entitled to put the SaaS Service out of operation, either wholly or in part, for maintenance purposes or for security reasons. EC will not put the SaaS Service out of operation for longer than is necessary, and will render it inoperable outside Office Hours if possible and, to the extent possible in the given circumstances, it will do so after notifying the Client and or user.

6. In principle, EC provides the SaaS Service without restrictions in respect of demands made on the Hosting Environment. If the Client places excessive demands on and/or makes unauthorised use of the Hosting Environment, EC will notify the Client of this and the Client must then cease and desist from placing excessive demands on or making unauthorised use of the Hosting Environment. EC is entitled to suspend provision of the SaaS Service if the Client does not cease placing excessive demands on and/or making unauthorised use of the Hosting Environment after EC has notified the Client

7. The Login Codes are personal, non-transferrable and secret. The Client guarantees that every User will take all reasonable measures to prevent the Login Codes from becoming known to unauthorised persons and that it will immediately notify EC if it discovers any form of unauthorised use of the Login Codes or any other breach of the security measures with regard to the SaaS Service.

8. Once a User has logged in using the Login Codes, the User gains access to those parts of the SaaS Service for which the User is authorised.

3. If EC discovers or reasonably suspects that unauthorised persons are using or are able to use the Login Codes ("Unauthorised Use"), or if the Client notifies EC of such use by email, EC will immediately block such access to the SaaS Service by the Login Codes concerned. EC will immediately notify the Client about the Unauthorised Use and/or the blocking of the Login Codes and it will confirm this in writing or by email as soon as possible thereafter. After the Login Codes have been blocked, the User must request replacement Login Codes.

7. EC is entitled to remove data placed or stored by Clients and/or Users in the Software and/or the Hosting Environment either wholly or in part if (i) in EC's opinion they are inappropriate, insulting, offensive or hurtful; (ii) they are based on untruths

The Client has the following obligations in addition to those outlined thus far..

1. The Client itself is responsible for establishing and retaining a data communications connection with the internet or another network required to gain access to the Hosting Environment in which the Software is installed.
2. The Client must take appropriate technical and organisational measures to protect its equipment, infrastructure and data communications connection against viruses, malware and similar threats, and to prevent use of the SaaS Service resulting in third persons gaining access to the SaaS Service and/or the Hosting Environment.
3. The Client will ensure and guarantee that Users comply with the terms and conditions applicable to Users' use of the SaaS Service and that they adhere to procedures laid down and instructions for use issued by EC in providing the SaaS Service. The Client indemnifies EC against any claims by third parties relating to Users' use of the SaaS Service unless such claims are the result of miss-use either by accident or intent

FEES

the fees for the ECS Service must be paid prior to expiry. If the Client or User does not pay the fees owed within the agreed period, the Client will be in default without any notice of default being required, in which case

- (a) the Client will no longer be entitled to use the SaaS Service;
- (b) EC will be entitled to deactivate access to and the use of the SaaS Service remotely; and
- (c) EC will also be entitled to delete the clients account and all files without prejudice

The following provisions on intellectual property rights and use of client logos.

1. All intellectual property rights in respect of the SaaS Service and the Documentation are vested in EC or its licensors and they will not be transferred to the Client on the basis of these SaaS Terms and Conditions. The Client acknowledges these rights and will refrain from infringing them, directly or indirectly, in any way.
2. No statement of copyright, logo, figurative mark or any other reference to EC may be used or removed from any documentation generated by the ECS.
3. EC is entitled to post the name and logo of the Client or its clients, to which user rights to the SaaS Service have been granted, on its website and/or to post a reference list and to make this available, for information, to third parties.

EVENT OF DAMAGES

1. EC is never liable for damage resulting in any way from inter alia: (a) inexpert, careless use and/or the Client's use of the SaaS Service in breach of these SaaS Terms and Conditions, the Documentation and/or the Agreement; or (b) corrupt or lost data or other information of the Client.
2. EC does not guarantee that (a) the SaaS Service satisfies the Client's purposes with regard to its use of the SaaS Service; (b) the SaaS Service will be provided without interruption and without Incidents or Defects; or (c) all Incidents or Defects can be remedied.
3. EC is not responsible for Incidents or otherwise for malfunctions or faults in the access to or use of the SaaS Service or for non-availability of the SaaS Service due to malfunctions or faults in the computer equipment, software or data communications connections of the Client or third parties engaged by the Client. Nor is EC responsible for retrieving or recovering data affected by Incidents, Defects or any other occurrence whatsoever. The Client will bear financial responsibility for any damage suffered or costs incurred by it as a result of or in relation to the occurrences in the use of ECS Service.

PRIVACY

- a. EC will solely process personal data on the documented instructions of the Client and for the performance of the Services in conformity with the Agreement, unless EC is required by law to process personal data, in which case EC will inform the Client about this legal requirement, unless the provision of such information is prohibited by law.
- b. EC will take appropriate technical and organisational measures to protect the personal data against destruction, loss, alteration or unauthorised disclosure of, or access thereto.
- c. EC is obliged to keep the personal data which the Client makes available or accessible to EC secret, and ensures that all persons authorised by EC to process the personal data are bound by this confidentiality requirement.
- d. EC informs the Client without undue delay upon becoming aware of a personal data breach. The client informs EC prior to the use of the SaaS Service of an e-mail address which EC should use for such notification.