



ADAM: Academic Data Manager

Effective from 1 March 2012.

Last updated 18 February 2016.

End-User License Agreement Terms & Conditions

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The Software is capable of reporting information to governmental agencies, such as, but not limited to, LURITS, but will never do so without specific user instruction. ADAM EduTech CC does not accept responsibility for the dissemination of confidential information stored by the Software because of an action taken by any user of the Software whether said action was invoked intentionally or not.

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6. Customer Support

You may contact ADAM EduTech CC with any customer support issues related to Service charges on your bill.

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If you are unhappy with the Software your only remedy is to cancel your agreement by giving notice as defined in your Service Level Agreement. This does not affect any statutory rights you may have as a consumer.

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12. Amendments

ADAM EduTech CC may from time to time modify the terms of this Agreement and will post a copy of the amended Agreement on <http://www.adam.co.za/end-user-licence-agreement/>. Please check the webpage regularly for revisions to this Agreement. ADAM EduTech CC will also use reasonable endeavours to inform you of any modification to this Agreement. You will be deemed to have accepted the Agreement as amended if you continue to use the Software after any amendments are posted.

No provisions of this Agreement shall be deemed waived (by any act or omission) unless such waiver is in a writing signed by an authorised officer of ADAM EduTech CC. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that you may not assign or transfer this Agreement, in whole or in part, without the prior written consent of an authorised officer of ADAM EduTech CC.

13. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be illegal, invalid, unenforceable, or against public policy, such provision or portion shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.

14. Entire Agreement

This Agreement represents the entire agreement between you and ADAM EduTech CC with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between you and ADAM EduTech CC with respect to the subject matter hereof.

15. Intellectual Property

You will not question or dispute the ownership of any intellectual property rights that vest in this software at any time during the term of this Agreement or thereafter.

16. Governing Law and Jurisdiction

The Parties agree that the validity and interpretation of this Agreement shall be governed by the laws of the Republic of South Africa.

17. English Version Prevails

In the event that this Agreement is translated into other languages and there is a conflict between the language versions, the English language version shall prevail to the extent that the conflict is the result of an error or discrepancy in translation.