

Terms and Conditions

Nova Tech School Management Platform

IMPORTANT — READ BEFORE USING THIS DOCUMENT

This is a professionally-drafted template prepared for a school management platform operating in Nepal, referencing the Constitution of Nepal (Article 28), the Individual Privacy Act, 2075 (2018), the Individual Privacy Regulation, 2077 (2020), and the Electronic Transactions Act, 2063 (2008). It is provided to give you a strong, realistic starting point — it is NOT legal advice, and it has NOT been reviewed by a Nepali-licensed lawyer. Mishandling personal data under the Individual Privacy Act carries real penalties (up to 3 years' imprisonment and a fine of NPR 30,000), and this system processes data belonging to minors. Before publishing this document or relying on it with real schools, have it reviewed by a qualified lawyer licensed in Nepal, fill in every bracketed [placeholder], and confirm it matches how your business actually operates.

Effective date: [Insert Date]

Document Version 1.0 — Draft for legal review

1. Acceptance of These Terms

These Terms and Conditions ("Terms") govern access to and use of the Nova Tech school management platform (the "Service"), operated by [Your Full Name] ("Nova Tech," "we," "us"), an individual and not currently a registered company. By creating an account, or by using an account created on your behalf by your school, you agree to be bound by these Terms, together with the Privacy Policy, which is incorporated into these Terms by reference.

If you do not agree to these Terms, do not use the Service. If you are entering into these Terms on behalf of a school, you confirm that you have the authority to do so.

2. Description of the Service

The Service is a role-based platform for school administration, providing separate Admin, Principal, and Teacher portals covering account and access management, class and student roster management, attendance tracking, marks and grade reporting, competition/ECA result logging, task assignment, and a shared school calendar.

3. Accounts and Roles

Account Creation

- Admin accounts are created by [Your Full Name] when a school subscribes to the Service.
- Principal accounts are created by an Admin.
- Teacher accounts are created by a Principal, within any limits the Admin has configured.

Your Responsibilities

- Provide accurate information when an account is created or updated.
- Keep your login credentials confidential, and do not share your account with anyone else.
- Notify your Principal, Admin, or Nova Tech promptly if you believe your account has been compromised.
- Use the password-change feature to set your own password after receiving a temporary one.

Nova Tech may lock, suspend, or delete an account that violates these Terms, that appears to be compromised, or at the request of the Admin or Principal responsible for that account, consistent with the account-management features built into the Service itself.

4. School Responsibilities

Because Schools — not Nova Tech — enter and control student information in the Service, each School agrees that it will:

- Obtain any consent required from parents, guardians, or students before entering their personal information into the Service, consistent with applicable Nepali law, including the Individual Privacy Act, 2075 (2018).
- Ensure the accuracy of the information its staff enter, including student records, attendance, and marks.
- Manage its own staff accounts responsibly, including promptly locking or removing accounts for staff who leave the school.
- Use the Service only for legitimate school administration purposes.

5. Acceptable Use

You agree not to:

- Access or attempt to access any part of the Service you are not authorized to use.
- Share your login credentials, or use another person's account.
- Upload false, defamatory, or unlawful information, including in student records, task descriptions, or competition entries.
- Attempt to bypass, disable, or interfere with the Service's security features.
- Use the Service in a way that violates the Individual Privacy Act, 2075 (2018), the Electronic Transactions Act, 2063 (2008), or any other applicable law.

6. Intellectual Property

The Service, including its software, design, and underlying code, is owned by [Your Full Name] and protected by applicable intellectual property law. These Terms do not grant you any ownership interest in the Service itself.

As between a School and Nova Tech, the School retains ownership of the data it enters into the Service (student records, marks, attendance, and similar records). Nova Tech's use of that data is limited to operating the Service, as described in the Privacy Policy.

7. Data Export and Deletion

A School may request a copy of its data, or request that its account and associated data be deleted, by contacting Nova Tech using the details in Section 14. Deleting a Principal account is irreversible and removes the teachers, classes, students, and related records under that account, consistent with how account deletion works within the Service.

8. Service Availability

The Service is provided "as is" and "as available." Nova Tech does not guarantee that the Service will be uninterrupted, error-free, or available at all times, and may carry out maintenance, updates, or temporary suspensions from time to time.

9. Limitation of Liability

To the maximum extent permitted by applicable law, Nova Tech will not be liable for any indirect, incidental, special, or consequential damages arising from use of, or inability to use, the Service, including loss of data, loss of records, or disruption to school operations. Nova Tech's total liability for any claim arising from these Terms or the Service is limited to the fees paid by the relevant School for the Service in the [twelve (12) months] preceding the claim, or [a nominal amount], whichever the parties agree, where such a limitation is enforceable under applicable law.

Nothing in these Terms limits liability that cannot be limited or excluded under applicable Nepali law.

10. Indemnification

A School agrees to indemnify and hold harmless Nova Tech from claims, damages, or expenses arising from the School's breach of these Terms, its unlawful entry of personal information without required consent, or its misuse of the Service.

11. Termination

A School may stop using the Service and request account deletion at any time. Nova Tech may suspend or terminate an account that violates these Terms, with notice where practical. Provisions of these Terms that by their nature should survive termination (including Sections 6, 9, and 10) will continue to apply.

12. Changes to These Terms

These Terms may be updated from time to time, including to reflect new features (such as parent or student access, if introduced in the future). Continued use of the Service after an update constitutes acceptance of the revised Terms.

13. Governing Law and Disputes

These Terms are governed by the laws of Nepal. Any dispute arising from these Terms or the Service will first be addressed through good-faith discussion between the parties, and if unresolved, will be subject to the exclusive jurisdiction of the courts of [City], Nepal.

14. Contact Information

[Your Full Name]

Operating as an individual — Nova Tech is not currently a registered company.

[Registered address, Nepal]

[Contact email]

[Contact phone number]

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