

uReply Terms of Service and Privacy Statement

1. Terms of Service

1.1 uReply and authorized users

uReply is developed and operated by Edvant Company Limited (“We”) to provide a students response system for enriching interactions. The system is web-based: teachers and students interact on a web interface so designed for use with mobile devices. In other words, we expect that students reply the uReply questions on their own mobile devices. Teachers can store questions in Question Bank before going to class or as well as create questions as the lesson goes. Students’ feedback is collected and instantly analyzed in the format of graphs or tables for display in front of the whole class. Records of the class activities and detailed reports are also retrievable in the system by teachers at a later time.

uReply is only available to Subscribers who have registered with us and paid the subscription fee unless waived. By being a subscriber of the service, you agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. We reserves the right to refuse service to anyone for any reason at any time.

1.2 Acceptance of terms of use

By using the uReply tool, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Any new features or tools which are added to the current system shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserves the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1.3 Login ID and password

You will log into the members' section of uReply with the username ("Username") and password ("Password") assigned specifically to you after registration. You are responsible for providing us accurate and complete Username and Password information and advising us promptly of any change. We, however, reserves the right to terminate or suspend your access to uReply without notice at its own discretion.

You shall be responsible for the confidentiality and use of the Username and Password. If you suspect that someone may have obtained access to the Password or made any unauthorized use of the Password, you undertake to notify us as soon as possible. We may refuse your access to uReply until we are satisfied that security has been re-established.

1.4 User-created content

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that content you create on uReply will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any content. You are solely responsible for the contents you make and their accuracy. We take no responsibility and assume no liability for any content posted by you or any third-party.

1.5 User-created content lifespan

User created content such as questions in Question Bank as well as the records of students' performance in classes in the form of retrieval reports in the Report section of uReply will be kept in the system for as long a time as the technology and capacity of our hardware permits. If in a particular future time storage of part or all of such user data is deemed no longer feasible or desirable and some or all of the content has to be removed from the system, we will inform you a Removal Notice in advance for action on your side to backup the information, data or records onto your own storage. We are not liable for any harm or damages related to the clearance of user data in the system.

1.6 Intellectual property ownership

User-created content: All right, title and interest in and to user created content and all Intellectual Property Rights relating thereto will remain with the user, except insofar as any portion of such user content constitutes third-party materials or is a derivative work of third-party content, in which case, such portion shall be owned by the applicable third party or its

licensors. The user holds liability of any illegal uses of copyrighted materials in the system if in any circumstances such uses lead to dispute. We reserves the rights to monitor and analyze content and activities on the site for the purpose of system health-checking, maintenance and also for the sake of research and further improvement of our services. By so doing, we will not disclose to public individual personal information as well as the content in a verbatim manner without prior permission from the respective users.

uReply system and Website: All right, title and interest in and to the uReply system, related documentation, the uReply Website and all updates, modifications, enhancements, improvements, upgrades or corrections thereof, including any assessment features added by uReply thereto, and all related Intellectual Property Rights will be exclusively owned by uReply. Notwithstanding the foregoing, any software, interfaces or assessment features created or developed solely by users, and the Intellectual Property Rights relating thereto, will be solely owned by the users.

1.7 Collection of User Information

We use web site browser software tools such as cookies and web server logs to gather information about its users' browsing activities in order to constantly improve uReply and better serve its users. This information assists us to design and arrange its web pages in the most user-friendly manner and to continually improve uReply to better meet the needs of uReply Users and prospective users.

By using uReply, you consent to Edvant Company Limited's collection and use of your information as described in this Agreement.

1.8 Accuracy, completeness and timeliness of information

We are not responsible if information made available on this system by the service provider or through sharing of content by users is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

1.9 Modifications to the service and prices

Prices for uReply, if applicable, are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

1.10 Optional tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

1.11 Third-party links

Certain content and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

1.12 Prohibited uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any

related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

You will not, and will not attempt to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the uReply tool or the uReply Website, except and only to the extent applicable law prohibits or restricts reverse engineering restrictions; (b) copy, modify, adapt, alter, or create derivative works of any user created content in uReply, except insofar as any of the foregoing is permitted or consistent with applicable law; or (c) modify, remove or obscure any trademarks, copyrights, branding or other proprietary rights notices associated with uReply as well as the user created content in the system or otherwise re-brand or use any other trademarks on or with any materials in uReply and its content.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

1.13 Disclaimer

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Edvant Company Limited be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

1.14 Indemnification

You agree to indemnify, defend and hold Edvant Company Limited harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

1.15 Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

1.16 Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using the Services.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

1.17 Entire agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

1.18 Changes to terms of service

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

2. Privacy Statement

2.1 About Our Services

Edvant Company Limited provides users various functions that facilitate teaching and learning. Please read our Terms of Service so you understand the functions and services. You agree to our Terms of Service (“Terms”) by installing, accessing, or using our apps, services, features, software, or website (together, “Services”).

2.2 Privacy Policy and User Data

uReply cares about your privacy. uReply’s Privacy Policy describes our information practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to Hong Kong and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

2.3 Information We Collect

uReply receives or collects information when we operate and provide our Services, including when you install, access, or use our Services.

2.3.1 Information You Provide

2.3.1.1 Your Account Information. You provide your email address to create an uReply account. You may also add other information to your account, such as a profile name, profile picture, and status message.

2.3.1.2 Your Content. Your content, questions and answers, and other input you submitted through using the Services are stored on our servers. The content is kept predominantly for the sake of allowing you to have detailed records as well as analyses of the teaching and learning activities carried out in our Services anytime and anywhere.

2.3.2 Automatically Collected Information

2.3.2.1 Usage and Log Information. We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services,

how you interact with others using our Services, and the like), log files, and diagnostic, crash, website, and performance logs and reports.

2.3.2.2 Transactional Information. If you pay for our Services, we may receive information and confirmations, such as payment receipts, including from app stores or other third parties processing your payment.

2.3.2.3 Device and Connection Information. We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP addresses, mobile network information, and device identifiers. We collect device location information if you use our location features, such as when you choose to view locations nearby, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app's location features.

2.3.2.4 Cookies. We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services.

2.3.2.5 Status Information. We collect information about your online status changes on our Services, such as whether you are online, and when you last used our Services.

2.3.3 Third-Party Information

2.3.3.1 Third-Party Services. We allow you to use our Services in connection with third-party services. If you use our Services with such third-party services, such as other learning management systems such as Moodle and Blackboard through integration, we may receive information about you from them.

2.2 How We Use Information

We use all the information we have to help us operate, provide, improve, understand, customize, support, and market our Services.

2.2.1 Our Services. We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services, and analyse and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use cookies to operate, provide, improve, understand, and customize our Services.

2.2.2 Research. Apart from using the information collected for internal research, we reserve the rights to publish various analyses of the user statistics and behaviours for research purposes in the boarder sense. None of these research activities will result in disclosure of specific personal information of individual users.

2.2.3 Safety and Security. We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.

2.3 Law And Protection

We may collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users.

2.4 Cookies

A cookie is a small text file that a website you visit asks your browser to store on your computer or mobile device.

2.4.1 How we use cookies. We use cookies to understand, secure, operate, and provide our Services. For example, we use cookies:

- (a) to provide uReply for web and desktop and other Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services;
- (b) to remember your choices, such as your language preferences, and otherwise to customize our Services for you; and
- (c) to understand mobile versus desktop users of our web-based Services, or understand popularity and effectiveness of certain of our web pages.

2.4.2 How to control cookies

2.4.2.1 You can follow the instructions provided by your browser or device (usually located under "Settings" or "Preferences") to modify your cookie settings. Please note that if you set your browser or device to disable cookies, certain of our Services may not function properly.

2.5 Acceptable Use of Our Services

2.5.1 Our Terms and Policies

You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

2.5.2 Legal and Acceptable Use

You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that:

- (a) violate, misappropriate, or infringe the rights of uReply, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes;
- (c) involve publishing falsehoods, misrepresentations, or misleading statements;
- (d) impersonate someone;
- (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or
- (f) involve any non-personal use of our Services unless otherwise authorized by us.

2.5.3 Harm to uReply or Our Users

You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

2.5.4 Keeping Your Account Secure

You are responsible for keeping your device and your uReply account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

2.6 Indemnification

You agree to defend, indemnify, and hold harmless the uReply Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defence or settlement of any Claim. You are solely responsible for the contents you make and their accuracy. We take no responsibility and assume no liability for any content posted by you or any third-party.

2.7 Governing law

The laws of Hong Kong govern our Terms, as well as any Disputes, whether in court or arbitration, which might arise between uReply and you, without regard to conflict of law provisions.

2.8 Security

The uReply solutions were created with security at its very core. Measures have been taken to ensure the ongoing safety of your data, including:

(a) Access-control-Granular role-based access controls that restrict access to data only to legitimate users, and Levels of membership restrictions to ensure staff have access only to appropriate information.

(b) Data encryption-Data encryption on servers to block unauthorized access, Local data encryption on mobile devices to protect data in cases of phone lost, and SSL secured communications to and from our servers to protect data in transit.

(c) Data centre security -A world-class data centre at HKIX which complies with international information security standards.

(d) Network protection-Strong network level security protections by full-featured firewalls.