

Terms and Conditions

Last updated : 12th August 2025

1. Introduction

These Terms and Conditions govern the use of the Fecomas School Management System provided by FECOMAS TECH SOLUTIONS .

By using the System, you agree to be bound by these Terms.

2. Definitions

- **System:** The Fecomas School Management System, including all software, hardware, and documentation.
- **User:** Any individual who uses the System, including administrators, teachers, students, and parents.
- **School:** Any educational institution that uses the System.

3. Use of the System

3.1. License Grant: Fecomas grants to User a non-exclusive, non-transferable license to use the System for the purpose of managing school operations and educational activities.

3.2. Authorized Use: User shall use the System only for the authorized purposes and shall not:

- i) Use the System for any unlawful or unauthorized purpose.
- ii) Interfere with or disrupt the operation of the System.
- iii) Attempt to gain unauthorized access to the System or any data contained therein.
- iv) Use the System to store, transmit, or distribute any malware, viruses, or other harmful software.

4. User Responsibilities

4.1. Account Management: User shall:

- i) Provide accurate and complete information when creating an account.
- ii) Maintain the confidentiality of account credentials.
- iii) Notify **Fecomas Tech Solutions** immediately of any unauthorized use of account credentials.

4.2. Data Management: User shall:

4.2.1 Ensure that all data uploaded to the System is accurate, complete, and compliant with applicable laws.

4.2.2 Maintain the confidentiality and integrity of all data uploaded to the System.

5. Intellectual Property

5.1. Ownership: Fecomas Tech Solutions retains all right, title, and interest in and to the System, including all intellectual property rights.

5.2. User Content: User retains all right, title, and interest in and to any data or content uploaded to the System.

6. Payment Terms

6.1. Subscription Fees: School shall pay all applicable subscription fees for the use of the System.

6.2. Payment Terms: Payment terms shall be as specified in the subscription agreement or online payment process.

7. Warranty Disclaimer

7.1. Disclaimer: The System is provided on **Software as a service (SaaS)**.

7.2. No Warranty: Fecomas Tech Solutions disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. Limitation of Liability

8.1. Limitation: In no event shall Fecomass Tech Solutions be liable for any indirect, incidental, special, consequential, or punitive damages.

8.2. Cap on Liability: Fecomass' liability for any damages shall be limited to the amount of subscription fees paid by User in the preceding 12 months.

9. Termination

9.1. Termination: Fecomass may terminate User's access to the System upon written notice for any reason.

9.2. Effect of Termination: Upon termination, User shall immediately cease using the System and delete all copies of the System from User's systems.

10. Governing Law

10.1. Governing Law: These Terms shall be governed by and construed in accordance with the laws of Malawi.

10.2. Jurisdiction: Any disputes arising out of or related to these Terms shall be resolved through binding arbitration in accordance with the rules of the Malawi.

11. Changes to These Terms

11.1. Changes: Fecomass may update these Terms from time to time.

11.2. Notice: Changes will be posted on our website, and User will be notified through the System.

12. Contact Us

If you have any questions or concerns about these Terms, please contact us using the address thereafter.

By using the Fecomass School Management System, User acknowledges that User has read, understood, and agrees to be bound by these Terms.