

Sumadi S.A.

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS, ACCESS TO THE SUMADI S.A.'S WEBSITE (THE "Website") IS NOT PERMITTED.

THIS WEBSITE IS A SUMADI S.A. ("SUMADI") WEBSITE AND HAS BEEN DEVELOPED AND MAINTAINED BY SUMADI ON BEHALF OF ITSELF AND ITS AFFILIATES.

While using this website you will have access to materials, documents, images, graphics, logos, design, audio, video and any other information (collectively, the "content"). The following terms apply both to your access to the Website as well as your access to and use of the Content.

Purpose, Suspension and Termination

This site is intended to detect instances of academic dishonesty, fraud and/or cheating (collectively "Academic Dishonesty") in an online classroom. SUMADI reserves the right to issue a warning, temporarily or indefinitely suspend or terminate your use of the Website, learning management system or academic materials in the event the Website detects such instances, in its sole discretion. Do not share your login information with others or allow others to interface with the Website in your place. By accessing or using non-public parts of this Website, or other SUMADI websites, you are deemed to have represented and agreed that such access is provided to you as a revocable privilege on the condition of your agreement to the terms and conditions of access to this Website set forth in this agreement, including all terms and conditions that may be stated on individual pages of the site, which are incorporated into this agreement by reference. SUMADI reserves the right to discontinue transmission, or to terminate access to this Website at any time, in whole or in part, in its sole discretion and without notice. The following terms and conditions may be updated from time to time at SUMADI's sole discretion.

In the event that you do not agree to these terms and conditions, your right to access and use the Website and all Content will immediately cease.

Captured Information

Content captured by this Website, including images of your facial features and your voice, browser interaction events and specifications related to your computer ("Captured Information"), will be stored by the SUMADI for the purposes of detecting Academic Dishonesty. By accessing the Website you hereby grant SUMADI a perpetual, non-exclusive unrestricted, non-revocable, royalty-free license to maintain this Captured Information on the Website and make it available for the stated purposes to those to whom SUMADI has granted or will in the future grant specific access privileges. You agree to defend, indemnify and hold SUMADI harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from your interaction with this Website in a manner inconsistent with these terms and conditions.

SUMADI reserves the right to remove such Captured Information the Website, or to store it for a reasonable time in order to carry out the purposes stated above.

Restrictions

The contents of this Website are made available to faculty and staff of the SUMADI or the SUMADI'S affiliates for the purposes of detecting instances of Academic Dishonesty. Faculty and staff will only use data and Captured Information downloaded from this Website for those stated purposes and agree to destroy or return all such materials from this Website when those purposes are complete. The contents of this Website are to be used for SUMADI business purposes only and are not for distribution or sale to a third party other than for SUMADI business purposes. SUMADI reserves the right to prosecute violations of this agreement to the full extent of the law. This Website has been established and is maintained by SUMADI on behalf of itself and its affiliates. Access to this site is being made available to you by SUMADI or by an affiliated administrator on behalf of the SUMADI. The distribution of material on this site may be restricted by the laws and regulations of the country from which you are accessing this site. Where such restrictions exist, this information is not intended for distribution to, or use by, any person or entity in any such jurisdiction in contravention of those laws and regulations, and persons accessing these pages are required to inform themselves about and to observe any such restrictions.

You must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) create derivative works of, copy or modify the Website or Content in any way; (b) remove or modify the SUMADI's copyright notices, trademark, logo, legend or other notice of ownership; (c) access, view, read, modify, reverse compile, reverse assemble, disassemble or print the Website's source code or object code; (d) otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Website; (e) defeat, disable or circumvent any protection mechanism related to the Website; (f) rent, lease, distribute (or redistribute), provide or otherwise make available the Website, in any form, to any third party (including in any service bureau or similar environment); (g) share use or access to the Website with those who have not been authorized by the SUMADI; (h) share account information with third parties; (i) link to, "frame" or "mirror" any portion of the Website; (j) publish, distribute (or redistribute) or sell any Content.

You must abide by your institute's code of conduct at all times when using this Website. You must not share any education-related information obtained through this Website with others.

Disclaimers / Warranties / Limitation of Liability

SUMADI makes no representation or warranty as to the accuracy or completeness of the Content provided, nor does it warrant or represent that the Content up-to-date or current, that Sumadi and its affiliates has any duty to update any content, or that the Content is free from technical inaccuracies or typographical errors. The Content you find on this website is provided "as is," without warranty of any kind, either express or implied, including, without limitation, any warranty for information, services, or products provided through or in connection with this website and any implied warranties and conditions, whether statutory, arising from the course of dealing, or otherwise, of merchantability, quality, fitness for a particular purpose, expectation of privacy, accuracy, completeness, performance, currency, or non-infringement.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction, or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You specifically acknowledge that SUMADI is not liable for any

defamatory, offensive, infringing or illegal materials or conduct, or that of third parties contained on this website, and SUMADI reserves the right to remove such materials from this website without liability.

SUMADI DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS OR CLAIM OF ANY KIND RESULTING FROM, ARISING OUT OF, OR ANY WAY RELATED TO (A) ERRORS IN OR OMISSIONS FROM CONTENT, INCLUDING TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH HOT LINKS IN ANY CONTENT, (C) THE UNAVAILABILITY OF THE WEBSITE, (D) ANY USE OF THE WEB SITE OR ANY CONTENT CONTAINED THEREIN, (E) ANY USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS WEBSITE OR ITS CONTENT, OR (F) ANY RELIANCE ON THE INFORMATION CONTAINED IN THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SUMADI OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE WEBSITE OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THESE TERMS, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUMADI HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT MAY YOU BRING ANY CLAIM OR CAUSE OF ACTION AGAINST SUMADI MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

YOU MAY NOT PROVIDE ACCESS TO THE NON-PUBLIC PARTS OF THIS WEBSITE TO ANY PERSON NOT AUTHORIZED TO ACCESS THIS WEBSITE.

Privacy Policy

SUMADI respects and understands the importance of the privacy and security of our online customers. Use of data provided through the Website shall be governed by Sumadi Privacy Policy found here: [Privacy Policy](#)

Intellectual Property

The materials presented on this site comprise media in various formats including, but not limited to, graphics, audio and video downloads and text (collectively, "Media"). Media items may be presented with a list of restrictions regarding use and these restrictions may vary from one media item to the next. You agree to abide by any restrictions that accompany each Media item. You also agree to indemnify and hold SUMADI and respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from your actual or alleged misuse or infringement of any patent, trademark, copyright, trade secret or other intellectual property right

in connection with any Media item. You agree to defend any indemnified party, at SUMADI's request, against any such claim, demand or suit.

If any of the intellectual property downloaded from this site is used to create new works of authorship, all right, title and interest to such derivative works shall be owned by the SUMADI in their entirety and you are obligated to inform the SUMADI of the creation or intended creation of any such derivative works by sending notification to: privacy@sumadi.net.

Trademarks

"Sumadi", and Sumadi Logo's "are registered trademarks and service marks of the SUMADI's affiliate and CognosOnline. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, you are not permitted to use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of CognosOnline or SUMADI in any manner (including without limitation, reference to the other party as a client, customer or supplier in any press release, advertisement or other promotional material) inconsistent with the business purposes of CognosOnline or SUMADI, or the guidance provided in the CognosOnline Style Guide. Any use of the trademarks and service marks of CognosOnline requires prior written approval. All benefits of such use shall inure to the benefit of SUMADI or Cognos Online.

Educational institution brand names and logos included on this website are for informational and/or attribution purposes only and are the intellectual property of those educational institutions. Absent a separate, written agreement from an educational institution granting express rights, you are not permitted to use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of another educational institution in any manner (including without limitation, reference to the other party as a partner, affiliate or supplier in any press release, advertisement or other promotional material).

Copyright Statement

This Website is copyrighted by SUMADI. The contents of this Website, including, but not limited to, text, graphics, and icons are copyrighted materials owned or controlled by SUMADI and contain the SUMADI's name, trademarks, service marks, and trade names. Neither title nor intellectual property rights are transferred to you, but remain with SUMADI or CognosOnline, who owns full and complete title. By accessing this Website you agree to observe all restriction notices associated with the Content found on the Website.

Local Laws and Export Control

SUMADI controls this Website and its Content from its headquarters in Panama. If you use this Website and its Content from other locations, you are responsible for compliance with applicable local laws including but limited to the export and import regulations of other countries.

Miscellaneous

SUMADI's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this agreement. We may assign our rights and duties under this agreement to any party at any time without notice to you.

Questions

Questions about these Terms and Conditions should be directed in writing to

Office of General Counsel

Sumadi S.A.

07095 Provincia de Panamá

Panamá

privacy@sumadi.net, Tel: +50766720677