



# Terms & Conditions

*Platform Usage Agreement & Legal Terms*

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Version 1.0

**Governing Law: Nigeria & Canada**



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*These Terms and Conditions constitute a legally binding agreement between Twenty97 IT Services Ltd and any institution, administrator, staff member, or student who accesses or uses the Scholarium Academic Management Platform. By using Scholarium, you confirm that you have read and agreed to these Terms.*

### 1. INTRODUCTION AND ACCEPTANCE

These Terms and Conditions ("Terms") constitute a legally binding agreement between Twenty97 IT Services Ltd ("we", "us", "our", "the Company") and any institution, administrator, staff member, or student ("you", "the User") who accesses or uses the Scholarium Academic Management Platform ("the Platform", "Scholarium").

By registering for, accessing, or using Scholarium, you confirm that you have read, understood, and agreed to be bound by these Terms in their entirety. If you are accessing the platform on behalf of an institution, you represent and warrant that you have the authority to bind that institution to these Terms.

If you do not agree with any part of these Terms, you must immediately discontinue use of the platform.

## 2. ABOUT THE PLATFORM

Scholarium is a cloud-based academic management system developed and operated by Twenty97 IT Services Ltd, a technology company incorporated in Alberta, Canada, with operations in Nigeria. The platform is designed to assist nursing colleges, midwifery schools, polytechnics, and other tertiary educational institutions in managing student records, admissions, results, fees, transcripts, and institutional administration.

<b>Company Name</b>	Twenty97 IT Services Ltd
<b>Platform</b>	Scholarium
<b>Website</b>	scholarium.com
<b>Email</b>	info@twenty97.com
<b>Headquarters</b>	Edmonton, Alberta, Canada
<b>Nigeria Operations</b>	Lagos, Nigeria

## 3. DEFINITIONS

For the purpose of these Terms, the following definitions apply:

<b>Platform</b>	The Scholarium Academic Management System, including all its features, modules, APIs, and associated services accessible at scholarium.com.
<b>Institution</b>	Any nursing college, polytechnic, university, college of education, or other tertiary institution that subscribes to and uses the Platform.
<b>Administrator</b>	Any individual authorized by an Institution to manage and configure the Platform on behalf of that institution.
<b>Staff User</b>	Registrars, bursars, lecturers, and other institution employees granted access to the Platform.
<b>Student User</b>	Any enrolled or prospective student of an Institution who accesses the Platform through a student portal account.
<b>Subscription</b>	The paid or trial access plan that an Institution holds for use of the Platform.
<b>Content</b>	All data, records, documents, files, and information uploaded to or generated within the Platform by the Institution or its users.
<b>Free Trial</b>	The twelve-month complimentary access period offered to new institutions upon registration.

## 4. ACCOUNT REGISTRATION AND ELIGIBILITY

## 4.1 Institutional Registration

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To access Scholarium, an institution must complete the registration process by providing accurate, complete, and current information including the institution's legal name, accreditation status, contact details, and the details of an authorized administrator.

## 4.2 Administrator Accounts

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Each institution must designate at least one administrator who is responsible for managing the institution's account, configuring the platform, and ensuring compliance with these Terms by all staff and student users within their institution.

## 4.3 Staff and Student Accounts

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Staff and student accounts are created and managed by the institution's administrator. The institution is fully responsible for ensuring that all accounts created under its subscription are used in accordance with these Terms.

## 4.4 Account Security

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You are responsible for maintaining the confidentiality of your login credentials. You must immediately notify us at [info@twenty97.com](mailto:info@twenty97.com) if you suspect unauthorized access to your account. We are not liable for any loss or damage arising from your failure to maintain account security.

## 4.5 Accurate Information

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You agree to provide accurate and truthful information during registration and to update your information promptly whenever it changes. We reserve the right to suspend or terminate accounts found to contain false or misleading information.

# 5. FREE TRIAL TERMS

## 5.1 Trial Period

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New institutions are offered twelve months of full access to Scholarium at no cost. The free trial begins on the date of successful registration and activation.

## 5.2 Full Access During Trial

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During the free trial, institutions have access to all features available under their selected plan tier. No credit card is required to start the trial.

## 5.3 Transition to Paid Subscription

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At the end of the twelve-month trial period, institutions wishing to continue using Scholarium must select and activate a paid subscription plan. Institutions will be notified by email at least 30 days and again at 14 days before the trial expires.

## 5.4 Data After Trial Expiry

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If an institution does not activate a paid subscription by the end of the trial period, the account will be suspended. Data will be retained for 90 days following suspension, during which time the institution may export their data or activate a subscription. After 90 days, all data will be permanently deleted.

## 5.5 One Trial Per Institution

The free trial is available once per institution. Creating multiple accounts to obtain additional trial periods is prohibited and will result in permanent termination of all associated accounts.

# 6. SUBSCRIPTION PLANS AND PAYMENTS

## 6.1 Available Plans

Plan	Price	Student Limit	Best For
Starter	■23,000/month	Up to 150 students	Small or new institutions
Pro	■75,000/month	Up to 500 students	Growing mid-sized schools
Business	■125,200/month	Over 500 students	Large or multi-campus institutions
Enterprise	Custom pricing	Unlimited	Unique or large-scale requirements

Custom enterprise pricing is available for institutions with unique requirements. Contact [info@twenty97.com](mailto:info@twenty97.com) for details.

## 6.2 Billing Cycle

Subscriptions are billed monthly on the same date each month corresponding to the activation date. Annual billing options are available and offer a discount equivalent to two months of free access.

## 6.3 Payment Methods

Payments may be made via Paystack or Flutterwave using debit cards, bank transfers, or USSD. Nigerian institutions may pay in Naira at the prevailing exchange rate.

## 6.4 Late Payments

If a payment is not received within 7 days of the due date, access to the Platform may be restricted. If payment is not received within 30 days of the due date, the account may be suspended. Data will be retained for 90 days following suspension.

## 6.5 Price Changes

We reserve the right to change subscription pricing with a minimum of 60 days written notice to the institution's registered email address. Continued use of the Platform after the notice period constitutes acceptance of the new pricing.

## 6.6 Refunds

Monthly subscription fees are non-refundable once the billing period has commenced. Annual subscription fees are non-refundable except where required by applicable law. Refunds will not be issued for partial months of use.

## 6.7 Upgrades and Downgrades

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Institutions may upgrade their plan at any time. Downgrades take effect at the start of the next billing cycle. Upgrades take effect immediately with prorated billing for the remainder of the current cycle.

## 7. ACCEPTABLE USE POLICY

### 7.1 Permitted Use

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Scholarium is licensed for use solely for the management of academic records, student administration, fee management, and related educational institutional purposes.

### 7.2 Prohibited Activities

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You agree that you will not, and will not permit others to:

- Use the Platform for any unlawful, fraudulent, or malicious purpose
- Upload false, inaccurate, or fabricated student records or academic data
- Attempt to gain unauthorized access to other institutions' data or accounts
- Reverse engineer, decompile, or attempt to extract the source code of the Platform
- Use automated bots, scrapers, or scripts to access or extract data from the Platform
- Upload malware, viruses, or any other malicious code
- Share login credentials with unauthorized individuals
- Use the Platform to harass, intimidate, or harm any student or staff member
- Resell, sublicense, or otherwise transfer access to the Platform to any third party
- Use the Platform in a manner that violates the rights of any student, staff member, or third party

### 7.3 Academic Integrity

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Institutions are responsible for ensuring that all academic records, results, and data uploaded to Scholarium are accurate, authentic, and verified. Uploading falsified academic records is a serious violation of these Terms and may be reported to the relevant regulatory authorities including NMCN and NUC.

### 7.4 Consequences of Violations

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We reserve the right to immediately suspend or terminate any account found to be in violation of this Acceptable Use Policy without notice and without refund. We may also report violations to the relevant regulatory authorities where required by law.

## 8. DATA OWNERSHIP AND INTELLECTUAL PROPERTY

### 8.1 Your Data

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All student records, academic data, financial records, and institutional content uploaded to or generated within Scholarium belongs exclusively to the Institution. We do not claim any ownership over your data.

## 8.2 License to Process Your Data

By using Scholarium, you grant Twenty97 IT Services Ltd a limited, non-exclusive, worldwide license to process, store, and use your data solely for the purpose of providing and improving the Platform services as described in our Privacy Policy.

## 8.3 Our Intellectual Property

The Scholarium platform, including its software, design, features, trademarks, logos, and all related intellectual property, is owned exclusively by Twenty97 IT Services Ltd and is protected by applicable copyright, trademark, and intellectual property laws. You may not reproduce, copy, modify, distribute, or create derivative works from any part of the Platform without our prior written consent.

## 8.4 Feedback

If you provide suggestions, feedback, or ideas about the Platform, you grant us the right to use such feedback without restriction and without compensation to you.

## 9. DATA PROTECTION AND PRIVACY

Your use of Scholarium is also governed by our Privacy Policy, which is incorporated into these Terms by reference. By accepting these Terms, you also accept the terms of our Privacy Policy available at [scholarium.com/privacy-policy](https://scholarium.com/privacy-policy).

We process personal data in accordance with the Nigeria Data Protection Regulation (NDPR) and the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA). Full details of how we collect, use, store, and protect personal data are set out in our Privacy Policy.

## 10. UPTIME, AVAILABILITY, AND SUPPORT

### 10.1 Platform Availability

We aim to maintain platform availability of 99.5% or higher, excluding scheduled maintenance windows. We will provide at least 24 hours advance notice for scheduled maintenance where possible.

### 10.2 Unplanned Downtime

In the event of unplanned downtime exceeding 4 hours in any 30-day period, affected institutions will receive a pro-rated credit equivalent to the downtime period applied to their next invoice. This credit is the sole remedy for service disruptions.

### 10.3 Support Services

Plan	Support Channels	Availability
Starter	Email only	Business hours
Pro	Email and live chat	Monday–Friday, 24 hours
Business	Email, chat, and phone	24 hours, 7 days a week

## 10.4 Onboarding

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All new institutions receive basic onboarding assistance including platform configuration and staff orientation. Dedicated onboarding with in-depth training sessions is included in the Business plan and available as an add-on for other plans.

## 11. CONFIDENTIALITY

Both parties agree to keep confidential any non-public information received from the other party in connection with the use of Scholarium. This obligation does not apply to information that is publicly available, independently developed, or required to be disclosed by law or regulatory authority.

We will not disclose your institution's data or usage information to any third party except as described in our Privacy Policy or as required by applicable law.

## 12. WARRANTIES AND DISCLAIMERS

### 12.1 Our Warranties

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We warrant that:

- The Platform will perform materially in accordance with its published documentation
- We will take reasonable measures to ensure the security and integrity of your data
- We will notify you promptly of any data breach that affects your institution's data

### 12.2 Disclaimers

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The Platform is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, we disclaim all implied warranties including warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that the Platform will be free from errors, interruptions, or security vulnerabilities, or that all defects will be corrected. We are not responsible for any decisions made by your institution based on data generated or managed through the Platform.

## 13. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Twenty97 IT Services Ltd shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, loss of revenue, loss of academic records, or damage to institutional reputation, even if we have been advised of the possibility of such damages.

Our total cumulative liability to any institution for any claims arising under or related to these Terms shall not exceed the total subscription fees paid by that institution in the three months immediately preceding the event giving rise to the claim.

Nothing in these Terms limits liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot be excluded by law.

## 14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Twenty97 IT Services Ltd, its directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Your use of the Platform in violation of these Terms
- Your violation of any applicable law or regulation
- The accuracy or authenticity of any data uploaded to the Platform by your institution
- Any claim by a student or staff member arising from your institution's use of the Platform
- Any breach of your institution's obligations under these Terms

## 15. TERM AND TERMINATION

### 15.1 Term

These Terms remain in effect for as long as your institution maintains an active account or subscription with Scholarium.

### 15.2 Termination by Institution

Institutions may terminate their subscription at any time by providing 30 days written notice to [info@twenty97.com](mailto:info@twenty97.com). No refund will be issued for the remaining period of the current billing cycle.

### 15.3 Termination by Us

We reserve the right to terminate or suspend your account immediately and without notice if:

- You materially breach these Terms and fail to remedy the breach within 7 days of written notice
- You engage in fraudulent, illegal, or abusive activity on the Platform
- You fail to pay subscription fees within 30 days of the due date
- We are required to do so by applicable law or regulatory authority

### 15.4 Effect of Termination

Upon termination, your right to access and use the Platform ceases immediately. Your data will be retained for 90 days following termination, during which time you may request a data export. After 90 days, all data will be permanently and irreversibly deleted.

### 15.5 Survival

Sections relating to intellectual property, confidentiality, limitation of liability, indemnification, and governing law shall survive termination of these Terms.

## 16. MODIFICATIONS TO THE PLATFORM AND TERMS

## 16.1 Platform Changes

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We reserve the right to modify, update, add, or remove features from the Platform at any time. We will provide reasonable notice of significant changes that affect existing functionality.

## 16.2 Changes to Terms

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We may update these Terms from time to time. When we make material changes, we will notify institutions by email and display a prominent notice on the Platform at least 14 days before the changes take effect. Your continued use of the Platform after the notice period constitutes acceptance of the revised Terms.

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

### 17.1 Governing Law

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These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to conflict of law principles. Canadian law (Alberta) applies to matters relating to the corporate operations of Twenty97 IT Services Ltd.

### 17.2 Dispute Resolution

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In the event of a dispute arising from or relating to these Terms, the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation within 30 days, either party may refer the matter to mediation before initiating formal legal proceedings.

### 17.3 Jurisdiction

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For Nigerian institutions, disputes that cannot be resolved through negotiation or mediation shall be submitted to the jurisdiction of the courts of the Federal Republic of Nigeria. For institutions outside Nigeria, disputes shall be resolved by arbitration under internationally recognized arbitration rules.

## 18. GENERAL PROVISIONS

### 18.1 Entire Agreement

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These Terms, together with our Privacy Policy and any executed subscription agreement, constitute the entire agreement between the parties regarding the use of Scholarium and supersede all prior agreements, representations, or understandings.

### 18.2 Severability

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If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

### 18.3 Waiver

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Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

### 18.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms in connection with a merger, acquisition, or sale of assets.

### 18.5 Force Majeure

We shall not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including acts of God, natural disasters, war, government actions, internet outages, or power failures.

### 18.6 Notices

All legal notices under these Terms must be sent in writing to [info@twenty97.com](mailto:info@twenty97.com). Notices will be deemed received within 24 hours of sending if sent by email.

## 19. CONTACT INFORMATION

For any questions, concerns, or notices relating to these Terms, please contact:

<b>General Inquiries</b>	<a href="mailto:info@twenty97.com">info@twenty97.com</a>
<b>Privacy Matters</b>	<a href="mailto:privacy@scholarium.com">privacy@scholarium.com</a>
<b>Website</b>	<a href="https://scholarium.com">scholarium.com</a>
<b>Headquarters</b>	Edmonton, Alberta, Canada
<b>Nigeria Operations</b>	Lagos, Nigeria
<b>Response Time</b>	Within 2 business days

*These Terms and Conditions were prepared by Twenty97 IT Services Ltd and are effective as of January 1, 2025. They are governed by the laws of the Federal Republic of Nigeria and, where applicable, the Province of Alberta, Canada.*