

# Terms and Conditions

## About Our Services

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

## Privacy Statement

### 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.

### Information We Collect

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

- **Information You Provide**
  - 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.
  - 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.
- **Automatically Collected Information**
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.

- **Third-Party Information**

- 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.

## How We Use Information

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

- **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.
- **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 broader sense. None of these research activities will result in disclosure of specific personal information of individual users.
- **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.

## 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.

## Cookies

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

- **How we use cookies.** We use cookies to understand, secure, operate, and provide our Services. For example, we use cookies:
  - 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;
  - to remember your choices, such as your language preferences, and otherwise to customize our Services for you; and
  - to understand mobile versus desktop users of our web-based Services, or understand popularity and effectiveness of certain of our web pages.
- **How to control cookies**
  - 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.

## 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.

## 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.

## 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:

- **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.
- **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.
- **Data centre security**  
A world-class data centre at HKIX which complies with international information security standards.
- **Network protection**  
Strong network level security protections by full-featured firewalls.

## Terms of Use

### Acceptable Use of Our Services

- **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.

- **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.

- **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.

- **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.

### Account usage

- **Not allowed to share account**

The account of uReply is dedicated for individual users/teachers. Each account is to be used by a single person and is not to be shared. Sharing your uReply password with others is violation of our Terms of Use and result in immediate termination of account.

- **Use in other unintended purposes**

uReply account on this site is intended to support normal teaching in regular course or class setting. For use in other unintended purposes, such as events or conferences with huge size of audience, please contact us for special arrangement.