LAINNOV

LEGAL NOTICE

Class Attendance Terms

What the institution, lecturers and students agree to: lawful use, no sale of student data, and how attendance records are treated.

help.lainnov.com/attendance-terms

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The latest version of this guide, with search, is at **help.lainnov.com/attendance-terms**. Questions: support@lainnov.com.

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Class Attendance Terms

These terms govern use of LAINNOV Class Attendance — lecture attendance for a school, faculty or university. They sit with the Privacy Notice and, for the LAINNOV account holder, the platform Terms of Service.

By creating a faculty, inviting a lecturer, importing a student register, or signing in to a lecture, you agree to these terms in the role that applies to you (institution, lecturer or student).

PLAIN READING

The institution is responsible for using attendance lawfully and for telling its students what it records. LAINNOV provides the software. We do not set a student's standing, decide who may sit an examination, or sell student data.

1. The service

Class Attendance lets an institution:

- keep departments, programmes and a student register;
- invite lecturers and department administrators, who sign in with their own email and password;
- create classes and assign who teaches them;
- take attendance with a rotating code on a classroom screen, or by the lecturer marking a student who has no phone;
- optionally flag (never block) a sign-in that looks away from the classroom;
- warn students who are below the expected level, by email from the institution's domain and, if allowed, by text;
- issue a dated official register that can be verified later with a code.

The product is described in the Class Attendance guide. Features may be improved; we will not silently start selling student data or using attendance for advertising.

2. Who these terms bind

WHO	HOW THEY ACCEPT
The institution (the LAINNOV account that owns the faculty)	By turning Class Attendance on, creating departments or classes, or importing students.
Department administrators and lecturers	By setting a password and signing in at the faculty link.
Students	By scanning the classroom code or opening the class link and signing in. They are also bound by the institution’s own student rules.

If you do not agree, do not import students, do not invite lecturers, and do not sign in.

3. The institution’s responsibilities

The institution is the data controller. It must:

1. Have a lawful basis to record attendance (its education law, student contract, public task, or — where it relies on it — consent).
2. Give students a notice that attendance is taken this way, what is recorded (including location flags and the phone link, if those are on), and who to ask about a mark. This LAINNOV notice may be linked; it does not replace the institution’s own notice.
3. Import a register that is accurate: the right name on the right index number. Nobody is emailed or texted merely because they were imported.
4. If any student is under 18, have the authority the law requires before that student is put on the register.
5. Give each lecturer the smallest role they need. Turn “Can send SMS” on only for people who should send texts (those use the institution’s SMS credits).
6. Subscribe to Custom Email and verify a sending domain before the product sends invites, password codes or warning emails. Until then, share links by hand.
7. Use expected attendance, warnings and official registers as academic records of the institution — not as a service LAINNOV provides to a third party.
8. Approve a phone move only when the lecturer can see the student. A move cannot be undone by the student.
9. Keep lecturer passwords and lab computers under control. Sign people out when they leave.
10. Not use the service to collect data the product is not for (health records, political opinions, a surveillance grid unrelated to a lecture).

> **EXAMINATION STANDING IS YOURS**
>
> The product can mark a student below target. Whether that student may sit an examination, repeat a course or face a disciplinary process is the institution’s decision. LAINNOV does not certify standing to an external board unless the institution issues an official register and chooses to show it.

4. Lecturers and department administrators

- Use the email you were invited with. Do not share your password. Leave “Keep me signed in” off on a shared computer.
- Take attendance only for lectures you are assigned to, and only for students on that class.
- Do not open sign-in on the wrong day to “catch up” a list, unless that is what you mean to record. The screen warns you when the lecture is not today.
- Mark a student present without a phone only when they are in the room.
- Do not send warnings you have not checked. Nothing is sent until you press Send (unless the course lead turned weekly automatic warnings on).
- Treat the roster, phone numbers and emails as confidential. Do not export them for a use outside the institution’s academic process.
- The faculty may suspend or remove you. You will not be able to sign in.

5. Students

- Sign in only as yourself, with your own index number, on your own phone.
- Do not share the rotating code or the six digits so that someone outside the room can sign in as you — or so you can sign in as someone else.
- The first time, your phone is linked to you for every class in this faculty. If you change phones, ask the lecturer to move you while you are in the room.
- If location check is on, you may share your location. If you do not, or you are away from the classroom, you are still signed in; the lecturer sees a flag.
- You will not see other students' names or marks in the product.
- Questions about a mark, a warning or deletion of your record go first to your lecturer or the faculty, not to LAINNOV.

> **PROXY SIGN-IN**
> Signing in as another student, or asking someone else to sign in as you, is a breach of these terms and of most institutions' examination rules. The product records flags that help the lecturer see this. The institution decides what happens next.

6. Personal data

The Class Attendance Privacy Notice is part of these terms. In short:

- The institution is the controller; LAINNOV is the processor.
- We do not sell student or lecturer data, and we do not use it for advertising.
- Location is a flag only. Photographs, if collected, are for the lecturer to recognise the person — not automated facial recognition.
- A data-processing arrangement between LAINNOV and the institution is formed by these terms, the Privacy Notice, and the settings the faculty saves in the product. A signed addendum is available on request for institutions that need one on their own paper.

7. Acceptable use

Nobody may:

- probe, overload or break the sign-in code, the faculty portal or another institution's faculty;
- scrape the student register or export it except as the product allows for that class;
- impersonate a student, lecturer or the faculty;
- use Class Attendance to send marketing, political campaigning or messages unrelated to that class;
- upload unlawful, defamatory or irrelevant personal data onto the register.

We may suspend a faculty, a lecturer or a class if this section is broken, or if continued use would put students or the service at risk. We will tell the faculty owner when we can do so without increasing the risk.

8. Availability and records

We aim to keep the service available during teaching hours. We do not promise uninterrupted access. A lecture hall should still have a paper fallback if a network fails; the live screen can queue a student's sign-in on their phone until it reconnects, but that is not a substitute for the institution's own contingency.

Marks, official registers and the audit trail are the institution's records held in our systems. The institution should download a register it needs to keep outside LAINNOV. If the service is withdrawn or the account is closed, we will give the faculty a reasonable chance to export what the product can export, then delete or return the data as the Privacy Notice says.

9. The software

LAINNOV and its licensors own the product. The institution receives a non-exclusive right to use Class Attendance for its own teaching, for as long as its LAINNOV plan includes it. These terms do not transfer the student register to LAINNOV — that data remains the institution’s.

10. Fees and the plan

Class Attendance is part of LAINNOV Scan on the owner’s plan. If the plan lapses, lecturers and the faculty will not be able to take new attendance until it is renewed. Records already taken stay on file. SMS is charged to the institution’s SMS wallet. Custom Email is a separate subscription the faculty must keep verified to send mail.

11. Liability

The service is provided as it stands. We work to keep it accurate and available, but we do not warrant that a particular lecture will record every phone in a poor signal, or that a flag means misconduct.

To the fullest extent the law allows, LAINNOV is not liable for an examination decision, a disciplinary outcome, lost teaching time, or indirect loss. Our total liability to the institution for Class Attendance in any twelve months is limited to the fees the institution paid to LAINNOV for Scan in those twelve months. Nothing in these terms limits liability for death or personal injury caused by negligence, or for fraud, or any liability the law does not allow to be limited.

The institution will defend LAINNOV against a claim that arises from the institution’s use of the service in breach of these terms or of data-protection law (for example importing a register it had no right to use).

12. Governing law

These terms are governed by the laws of Ghana. The courts of Accra have jurisdiction, except that a student or lecturer may also bring a claim in the courts of their home country if that country's law gives them that right. Mandatory data-protection rights are not limited by this clause.

13. Changes

We may update these terms. The date at the top will change, and the current version will be at help.lainnov.com/attendance-terms. If a change is material (for example a new use of student data), we will tell faculty owners by email or in the product before it applies. Continued use after that date is acceptance. If the institution does not agree, it must stop taking attendance and can ask us to export and delete its Class Attendance data.

14. Contact

Legal and contract questions: support@lainnov.com, from the email on the faculty account. Say which faculty you mean.

Read also the Privacy Notice and the user guide.