

AEC Academia Terms of Service

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Prepared by:

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1. Introduction

These Terms of Service ("Terms") govern the use of AEC Academia (the "Service"), a software-as-a-service (SaaS) platform provided by ATL Software LLC ("ATL Software", "we", "our", or "us").

By subscribing to or using the Service, the customer organization ("Customer") agrees to be bound by these Terms.

AEC Academia is intended for educational institutions, language schools, training centers, and other organizations involved in education and training management.

2. Definitions

For the purposes of these Terms:

Service means the AEC Academia software platform and related services provided by ATL Software.

Customer means the legal entity subscribing to and using the Service.

Users means individuals authorized by the Customer to access and use the Service.

Customer Data means all information, records, documents, files, and data entered, uploaded, generated, or stored within the Service by or on behalf of the Customer.

Subprocessor means a third-party service provider engaged by ATL Software to assist in providing the Service.

3. Description of the Service

AEC Academia is a cloud-based educational management platform designed to support administrative, academic, financial, and operational processes within educational institutions.

The Service may include, among other features:

- Student management;
- Course and scheduling management;

- Enrollment management;
- Academic records management;
- Financial and billing management;
- Student self-service functionality;
- Reporting and analytics;
- Communication tools and integrations.

ATL Software may modify, improve, replace, or discontinue features as part of the ongoing development of the Service.

4. Customer Accounts and Access

The Customer is responsible for:

- Managing user accounts and permissions;
- Maintaining the confidentiality of credentials;
- Ensuring that only authorized individuals access the Service;
- Promptly notifying ATL Software of any suspected unauthorized access or security incident.

The Customer remains responsible for all activities conducted through its accounts.

5. Acceptable Use

The Customer shall not, and shall not permit any third party to:

- Access the Service for the purpose of building a competing product or service;
- Copy, reproduce, modify, distribute, create derivative works from, sell, sublicense, lease, rent, or otherwise exploit the Service;
- Perform penetration testing, vulnerability scanning, security testing, benchmarking, or load testing of the Service without ATL Software's prior written authorization;
- Access or attempt to access underlying databases, infrastructure, APIs, source code, or non-public components of the Service;
- Use the Service for unlawful purposes;
- Attempt to gain unauthorized access to the Service or related systems;
- Interfere with the operation or security of the Service;
- Circumvent technical restrictions or security controls;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Service, except where expressly permitted by applicable law;
- Use the Service in a manner that may impair its availability, integrity, or performance;
- Use the Service to provide services to third parties, operate a service bureau, or otherwise make the Service available to any person or entity not authorized under the applicable subscription agreement.

ATL Software reserves the right to suspend access to the Service if it reasonably believes that the Service is being used in violation of these Terms.

6. Service Availability and Maintenance

ATL Software uses commercially reasonable efforts to maintain the availability, security, and performance of the Service.

The Service may be temporarily unavailable due to:

- Scheduled maintenance;
- Emergency maintenance;
- Security-related actions;
- Internet or telecommunications failures;
- Events outside the reasonable control of ATL Software.

ATL Software may perform updates, upgrades, bug fixes, and other maintenance activities necessary for the continued operation and improvement of the Service.

7. Customer Data

The Customer retains all rights, title, and interest in and to Customer Data.

The Customer represents and warrants that it has all necessary rights, permissions, and legal bases required to collect, process, store, and provide Customer Data through the Service.

ATL Software does not acquire ownership rights over Customer Data.

The Customer grants ATL Software a limited, non-exclusive right to process Customer Data solely to:

- Provide the Service;
- Deliver customer support;
- Maintain and secure the Service;
- Perform backups and disaster recovery operations;
- Fulfill contractual and legal obligations.

Customer Data will not be used for advertising purposes.

Customer Data will not be sold to third parties.

Customer Data will not be used to train artificial intelligence or machine learning models.

ATL Software may disclose Customer Data where required by applicable law, regulation, court order, or governmental request. Unless legally prohibited, ATL Software will make reasonable efforts to notify the Customer prior to such disclosure.

8. Privacy and Data Protection

Where Customer Data includes personal data, the Customer acts as the Data Controller and ATL Software acts as the Data Processor.

The processing of personal data is governed by:

- These Terms;
- The AEC Academia Privacy Policy;

- The AEC Academia Data Processing Addendum (DPA), where applicable.

ATL Software processes personal data only on behalf of and under the instructions of the Customer, except where otherwise required by applicable law.

9. Security

ATL Software implements appropriate technical and organizational measures designed to protect Customer Data against unauthorized access, disclosure, alteration, loss, or destruction.

Additional information regarding security practices is available in the Security Overview document available through the AEC Academia Trust Center.

10. Intellectual Property

AEC Academia, including its software, technology, architecture, user interfaces, documentation, trademarks, and related intellectual property, remains the exclusive property of ATL Software LLC and its licensors.

No ownership rights are transferred to the Customer under these Terms.

The Customer receives a limited, non-exclusive, non-transferable right to access and use the Service during the applicable subscription term.

Any custom developments, enhancements, modifications, integrations, or features developed by ATL Software, whether funded in whole or in part by a Customer, shall remain the exclusive property of ATL Software unless otherwise agreed in writing.

11. Subprocessors and Third-Party Services

ATL Software may engage subprocessors and third-party service providers to support the delivery of the Service.

Current subprocessors are identified in the Subprocessor List available through the AEC Academia Trust Center.

ATL Software may update its list of subprocessors from time to time as operational requirements evolve.

12. Subscription and Fees

Access to the Service requires a valid subscription agreement or other commercial arrangement between the Customer and ATL Software.

Subscription fees, billing terms, renewal conditions, and applicable pricing are governed by the applicable customer agreement, order form, quotation, invoice, or renewal document.

Failure to pay applicable fees may result in suspension of access to the Service.

In the event of a conflict between these Terms and a separately executed subscription agreement between ATL Software and the Customer, the executed subscription agreement shall prevail.

13. Suspension and Termination

ATL Software may suspend access to the Service when reasonably necessary to:

- Protect the security of the Service;
- Investigate suspected misuse;
- Comply with legal obligations;
- Address non-payment of fees.

Either party may terminate the contractual relationship in accordance with the applicable subscription agreement.

Upon termination, Customer Data will remain available for retrieval for a limited period as described in the Privacy Policy and applicable agreements.

14. Limitation of Liability

To the maximum extent permitted by applicable law, ATL Software shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of profits, revenue, goodwill, business opportunities, or data.

ATL Software's aggregate liability arising out of or relating to the Service shall not exceed the total subscription fees paid by the Customer during the twelve (12) months preceding the event giving rise to the claim.

Nothing in these Terms excludes liability that cannot be excluded under applicable law.

15. Confidentiality

Each party agrees to protect the confidential information of the other party using reasonable care and not to disclose such information to third parties except:

- As required to perform its obligations;
- As required by law;
- With the prior written consent of the disclosing party.

Confidentiality obligations shall survive termination of the relationship between the parties.

16. Changes to the Service and Terms

ATL Software may modify the Service, these Terms, or related policies from time to time.

Material changes will be published through the AEC Academia Trust Center or otherwise communicated to Customers.

Continued use of the Service following the effective date of updated Terms constitutes acceptance of such changes.

17. Force Majeure

Neither party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including natural disasters, acts of government, war, terrorism, labor disputes, Internet outages, telecommunications failures, cyberattacks, pandemics, epidemics, or failures of third-party service providers.

The affected party shall use reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as reasonably practicable.

18. Governing Law

Unless otherwise agreed in a separate written agreement between the parties, these Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to conflict of law principles.

19. Contact Information

For questions regarding these Terms or the Service, please contact:

ATL Software LLC

Email: info@aec.app