

ABJADIYAT ACADEMY END USER TERMS OF USE

Version: 1.1
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PLEASE READ THESE TERMS CAREFULLY

By using or continuing to use the Abjadiyat Academy application and online platform as well as any other relevant software applications and associated services (together the “**Services**”) you agree to these terms (**Terms**) which will bind you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SERVICES SITES.

You may use the Services Sites only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law. If you are under 18 or the legal age of majority in your jurisdiction your parent or legal guardian must agree to these Terms on your behalf before you download the App, access the platform and/or use the Services.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We Alef Education Consultancy LLC (**Alef Education**) a company registered in Abu Dhabi with commercial license CN-2209313, license you to use the Services which in particular may include:

- Abjadiyat mobile application software, the data supplied with the software and any updates or supplements to it (the **App**) and the online Abjadiyat Academy platform (**Platform**) together the Services Sites; and
- the related online documentation available via the Services Sites (**Documentation**),

as permitted in these Terms.

PRIVACY

We only use any personal data we collect through use of the Services Sites in the ways set out in our [privacy policy](#).

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Services Sites could be intercepted or read by others without your permission (e.g. bad actors such as hackers), even if there is a special notice that a particular transmission is encrypted. Your use of the Services Sites is at your own risk.

OPERATING SYSTEM REQUIREMENTS

Functionality of the Services Sites require minimum operating system requirements of your device as published by Alef Education from time to time.

SUPPORT FOR THE SERVICES AND HOW TO TELL US ABOUT PROBLEMS

CONTACTING US (INCLUDING WITH COMPLAINTS). If you think the Services Sites are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support.abjadiyat@alefeducation.com.

HOW WE WILL COMMUNICATE WITH YOU. If we have to contact you, you agree that we can do so directly through the App, Platform or by using the contact details you have provided to us.

WE MAY SEND YOU NOTICES. You agree that we can provide notices regarding the Services to you through our Services Sites or by email. These may include notifications about your account, changes to the Services, recurring charge notices, or other information we are required to provide to you. You also agree that electronic delivery of a notice has the same legal effect as if we provided you with a physical copy. We will consider a notice to be delivered within 24 hours in which it was posted in our Services Sites or those which have been emailed to you.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these Terms you may:

- download the App onto devices owned or controlled by you and access, view, use and display the the Service Sites on such devices for your personal purposes relating to you or your child dependent only (**permitted use**);
- use any Documentation to support your permitted use of the Service Sites; and
- receive and use any free supplementary software code or update of the Service Sites incorporating "patches" and corrections of errors as we may provide to you.

CREATING AN ACCOUNT

When using the Services Sites you may choose to, and in some instances, you may be required to, create an account with us. If you do create an account with us, you agree that you shall take all steps necessary to protect your log in details and keep them secret.

You agree that you shall not give your log in details to anyone else or allow anyone else to use your log in details or account. In particular, where you are creating an account on behalf of a minor, you are responsible for keeping your log-in code secret from them.

We will be entitled to assume that anyone logging into your account using your log in details is either you or someone logging in with your permission. If you fail to keep your login details secret, or if you share your login details or account with someone else (whether intentionally or unintentionally), you accept full responsibility for the consequences of this (including any unauthorized purchases) and agree to fully compensate us for any losses or harm that may result.

We will not be responsible to you for any loss that you suffer as a result of an unauthorised person accessing your account and/or using our Services and we accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise.

You understand that if you delete your account, or if we delete your account in accordance with these Terms, you may lose access to any data previously associated with your account (including, without limitation, your progress through our App and/or Platform and/or the level or score you have reached in our App and/or Platform and any subscription associated with your account).

Your account is personal to you and you are not entitled to transfer your account to any other person.

SUBSCRIPTION AND AUTO RENEWAL

In order to access the Services Sites, you may be required to purchase a subscription. This will be done either by sending you an invoice with a payment link or redirecting you to a third party payment service provider. Details of current subscription pricing is available within the Documentation and/or Services Sites. We may revise the pricing for the subscription at any time.

By making payment, you are confirming that you:

- are legally authorised to make such payments and enter into a legally binding contract in accordance with these Terms and any other Additional Terms (see section “**Additional Terms**” below);
- are responsible for the accuracy of the payment information you provide and accept full responsibility of any consequences resulting from the provision of inaccurate or erroneous payment information provided by you;
- are responsible for the safekeeping and secrecy of payment information when providing it;
- acknowledge the processing of your payment information and other transaction data by our third party payment service provider;
- acknowledge that you have read the policies and terms and conditions related to our third party payment service provider and agree to proceed with the payment; and
- acknowledge and agree that Alef Education is not responsible, directly or indirectly, for the services provided by our third party payment service provider and that we are a totally independent entity.

You acknowledge that, in subscribing to the Services, certain content and features may be added, updated, modified or removed by us from time to time including during the period that you are maintaining an account and using the Services Sites.

Your subscription will begin as soon as your payment has been processed and will continue for the agreed subscription period (the “**Subscription Period**”). You may provide notice to cancel the subscription at any time during the Subscription Period. To do so, you should contact us either through the Services Sites (where such feature is available) or by emailing us at support.abjadiyat@alefeducation.com. Please note that the cancellation will not take effect until the end of the then current Subscription Period.

Auto-renewal. Unless you cancel prior to the end of the then current Subscription Period, your subscription will automatically continue for a further period equivalent to the then current Subscription Period.

YOU MAY NOT TRANSFER THE APP OR PLATFORM TO SOMEONE ELSE

We are giving you the personal right to use the Services and the Services Sites as set out in these Terms. You may not otherwise transfer the Services Sites to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

CHANGES TO THESE TERMS

We reserve the right to change these Terms at any time. Additional terms may accompany updates, upgrades, bug fixes, patches, and new versions of the Services Sites (**Updates**) that we may, at our sole discretion, make available to you, in which case those terms are incorporated into these Terms by reference, unless otherwise stated in the additional terms.

If there is a conflict between the additional terms and these Terms, the conflicting terms will only apply with respect to the Update unless the additional terms expressly state otherwise. The updated terms will be effective upon the date of posting unless indicated otherwise in the updated terms.

Your acceptance of these Terms is obtained by:

- selecting or checking a box (if one is made available to you); and/or
- your continued use of the Services Sites after the updated version of the Terms and/or any additional terms becomes effective, which will be considered to constitute your binding acceptance of the updated version of the Terms and/or additional terms. If you do not agree to any updated version, you should immediately discontinue your use of the Services Sites.

UPDATE TO THE SERVICES SITES AND CHANGES TO THE SERVICE

From time to time we may automatically update the Services Sites and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Services Sites or Services.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms for using the Services Sites, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using any of the Services Sites, you agree to us collecting and using technical information about the devices you use the Services Sites on and related software, hardware and peripherals to improve our products and to provide any Services to you.

WE MAY COLLECT LOCATION DATA (ONLY IF YOU TURN YOU LOCATION SERVICES ON)

Your location will be turned off by default. However, certain Services which might make use of location data sent from your devices will ask you to turn on the location services settings on the App. If you use these Services and turn your location services settings on, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on your device. Location data is not used to track you.

INSTANT MESSAGING AND COMMUNICATIONS SERVICE

An online instant messaging service or similar communications tool (**IMS**) may be activated for you as part of the Services.

The IMS will not provide access to emergency services or emergency service providers.

We will from time to time determine or specify at our discretion the scope and features of the IMS and shall be entitled to modify, expand or reduce the same at any time upon notice to you.

We are under no obligation to oversee, monitor or moderate use of the IMS, and we expressly exclude our liability for any loss or damage arising from the use of the IMS in contravention of these Terms, whether the service is moderated or not.

We will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). You expressly acknowledge and agree that as part of any moderation or where we receive a complaint regarding use of the IMS, we may monitor and review your communications using the IMS. We may disclose any inappropriate content or compliant we receive and the communications relevant to the content or complaint to competent authorities. If you do not agree, do not use the IMS.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

The use of the IMS by a minor is subject to your consent as their parent or legal guardian. We advise parents and legal guardians who permit their children to use the IMS that it is important that they communicate with their children about their safety online. Minors who are using any interactive service should be made aware of the potential risks to them.

The IMS may, without prior notice to you, be suspended or terminated by us for any reason whatsoever, including, without limitation, invalid data, closure of related account(s), breakdown, maintenance, modification in respect of the IMS, where directed by a competent authority or where we in our sole discretion consider that there has been a breach of these Terms. We do not assume any liability or responsibility for any such suspension or termination.

We do not assume any liability or responsibility for any failure or delay in transmitting information to you through the IMS or any error in such information. In particular, we do not assume any liability or responsibility for the consequences arising from any cause beyond its reasonable control including, without limitation, failure of your phone or device to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation.

We shall not be liable for any losses or damage caused:

- by the disclosure of information to the designated phone or device where such designated phone or device is in another person's possession with your consent; or
- to your data, designated phone, device or other equipment,

in each case caused by your use of the IMS. You agree that you are solely responsible for the content sent or transmitted by you (using your phone, device or other equipment whether or not with your permission) when using the Services and for compliance with all laws pertaining to the content.

All content viewed and used by you using the IMS is done so at your own risk and we do not warrant the accuracy or reliability of any of the information. The content of other users you are communicating with and the views expressed therein are those of the individual user and not ours.

If you wish to complain about content uploaded by other users, please contact us on support.abjadiyat@alefeducation.com.

THIRD PARTY WEBSITES

In order to properly benefit from the Services, we might ask you to use the services of third-party service providers (including but not limited to video conference service providers). This will be done by redirecting you to the third party website.

By accessing and using the third party website (**Third Party Website**), you are confirming that you:

- are legally authorised to use the Third Party Website.
- are responsible for the accuracy of the information you provide to the Third Party Website and accept full responsibility of any consequences resulting from the provision of inaccurate or erroneous information provided by you;
- are responsible for the safekeeping and secrecy of your account created on the Third Party Website in case you were asked to and all the information related to it;
- acknowledge that you have read the policies and terms related to your use of the Third Party Website including, in particular, privacy policies and terms of use, and agreed to proceed with the use of the Third Party Website on such basis;
- acknowledge and agree that Alef Education is not responsible, directly or indirectly, for the services provided by the Third Party Website and that we are a totally independent entity; and
- acknowledge that the information you provide on the Third Party Website might be subject to an internal or cross-border transfer by us on a case-by-case basis.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the Services Sites or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the Services Sites, Documentation or Services, except as part of the normal use of the Services or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Services Sites nor permit the Services Sites or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Services Sites on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Services Sites nor attempt to do any such things; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Services Sites or any Services.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services Sites or any operating system;
- not transmit any material or content that is defamatory, offensive, abusive or otherwise objectionable in relation to your use of the Services;
- only use the Services for your permitted use and, where applicable not attempt to access data pertaining to any other child other than your dependent(s) who you have been provided access to;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Services, including by the submission of any material (to the extent that such use is not licensed by these Terms);
- not use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.
- not carry out any activity that may interfere with the Services Sites or the Service;
- not work around any technical limitations of the Services Sites or the Service;
- not share inappropriate content, advertising or spam;
- not infringe upon the rights of others;
- not use the Service anywhere other than the Services Sites, unless we enable such uses;
- not remove, modify, or tamper with any notice that is provided on the Services Sites or otherwise incorporated into the Services; or
- not make any misleading statements about Services functionality, performance, origin or data use;

OPEN SOURCE

You acknowledge and agrees that any open-source software provided by Alef Education as part of the Services is expressly subject to the disclaimer below (**Limitations to the App and the Services**) and is licensed to you in accordance with the terms of the applicable open-source software license.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Services Sites, the Documentation and the Services throughout the world belong to us (or our licensors) and such rights are licensed (not sold) to

you. You have no intellectual property rights in, or to, the Services Sites, the Documentation or the Services other than the right to use them in accordance with these Terms. Further, any improvement or suggestions relating to the Services given by you via the Services Sites or in the course of the Services are given at your discretion and are hereby irrevocably assigned to Alef Education with all rights, title and interest.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for business losses. The Services are for domestic and private use. If you use any or both of them for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the Services and Services Sites. To the extent permitted by law the Services and Services Sites are provided 'as is' without any warranties of any kind, whether express or implied. In particular, although we make reasonable efforts to update the information provided on the Services Sites and Documentation, to the extent permitted by law we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. Therefore, to the fullest extent permitted by law we will not be liable in any way for any use or reliance on the Services. If you are dissatisfied with any part of the Services, your sole and exclusive remedy is to discontinue using the Services.

We are not responsible for loss of content and data used with the Services Sites. Although we put in place reasonable technology and operational controls to back up your content and data used with the Services Sites we will not be liable for any loss of content or data used with the Services Sites.

Check that the Services are suitable for you. The Services Sites and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Services Sites (as described on the appstore site, in the Documentation and on the Services Sites themselves) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the Services is delayed by an event outside our control then we will not be liable for any losses or delays caused by the event.

WE MAY END YOUR RIGHTS TO USE THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the Services at any time without the need for a court order by contacting you if you have broken these Terms.

If we end your rights to use the Services:

- You must stop all activities authorised by these Terms, including your use of the Services Sites and any other Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this. We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these Terms to another party without need for your consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing in advance.

IF A COURT FINDS PART OF THESE TERMS ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THESE TERMS, WE CAN STILL ENFORCE THEM LATER

Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of these Terms (or part thereof) or arising there from or related thereto in any manner whatsoever, shall be subject to the internal laws of the states or countries specified in the table below, without regard to conflicts of laws principles. In the event of any controversy or claim arising out of or relating to these Terms, or its breach or interpretation, the parties will submit to the exclusive jurisdiction of and venue in the applicable courts or arbitration bodies specified in the table below. Each party waives all defenses of lack of personal jurisdiction and inconvenient forum.

If your address is in:	The governing law is that of:	The courts or arbitration bodies having exclusive jurisdiction are:
The USA, Canada, Mexico, or any country in Central or South America or the Caribbean	The state of New York and controlling United States federal law	Courts located in New York, USA

Any country in Europe or Africa	England & Wales	Courts located in London, England
Any country in the Middle East	England & Wales	Courts located in Dubai International Financial Centre (DIFC)
Any country located in Asia or the Pacific region, other than Australia or New Zealand	England & Wales	Arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre then in force, which rules are incorporated by reference in this clause.*
Australia or New Zealand	New South Wales, Australia	Courts located in Sydney, New South Wales, Australia

*The Tribunal will consist of one independent, disinterested arbitrator. The language of the arbitration will be English. The determination of the arbitrator will be final, conclusive and binding. Judgment upon the award rendered may be entered in any court of any state or country having jurisdiction.

ENTIRE AGREEMENT

Except for any supplementary terms specifically agreed between you and Alef Education, these Terms (including the Privacy Policy) constitute the entire understanding between you and us concerning the subject matter herein and supersede all prior discussions, contracts and representations, whether oral or written.

ADDITIONAL TERMS

Additional device, third party software (including but not limited to payment processing terms) and application store terms and conditions may apply to you based on your use of the Services and the device and application store the App is installed on and through. You warrant that your continued use will be in compliance with these additional terms. The device and application terms will apply instead of these Terms where there are differences between the two.