



## RESELLER FREE LIMITED PERIOD ACCOUNT TERMS OF USE

Version: 1.1

Effective date: 23 June 2022

Subject to the terms of use set out below, the reseller identified in the order form (**Reseller**) agrees to provide the individual or entity named in the order form (**You, Your** or **Customer**) an agreed number of student, teacher, parent and admin end users (**End Users**) with access to the Alef Platform located at <https://us.alefed.com/> or any other products or services of Alef Education which may be detailed in the order form (together the **Platform**) operated by Alef Education Consultancy LLC (**Alef Education**) for the purpose of using the products and services on a non-commercial basis and for a limited pilot period.

### 1. The Contract

- 1.1. By entering into the order form with the Reseller and/or by accessing or using the Platform, or authorizing or permitting an end user to access or use the Platform, you agree to be bound by these Terms of Use, Alef Education's [Data Protection Schedule](#) and Alef Education's [Privacy Promise](#) (together **Alef Education Terms**) which, together with any additional terms agreed between You and the Reseller, form the contract between You and the Reseller (the **Contract**). Your sole recourse with respect to this Contract shall be against the Reseller. However, Alef Education is an express beneficiary of the Contract and in obtaining access to the Platform You expressly acknowledge and agree that Alef Education shall have the right to enforce the Alef Education Terms against You.
- 1.2. If You are making the request on behalf of a company, organization or another legal entity (an **Entity**), You are agreeing to the Contract for that Entity and representing to Alef Education that You have the authority to bind such Entity to the Contract, in which case the terms "You", "Your" or "Customer" shall refer to such Entity. If You do not have such authority, or if You do not agree with the Contract, You must not accept the Contract and may not use the Platform.

### 2. Grant and scope of use

- 2.1. Alef Education, via the Reseller, grants You a non-exclusive, non-transferrable right to access the Platform for a limited period to be determined by Alef Education at its entire discretion which may be set out in the order form (the **Term**). Alef Education and/or the Reseller is entitled to suspend or terminate Your access to the Platform at any time and at its entire discretion.
- 2.2. You may use the Platform solely for educational purposes during the Term (the **Purpose**). A paid subscription account is available upon request.
- 2.3. You may not assign or transfer the rights granted to You above to any other party. Your Contract with the Reseller may be assigned to Alef Education at any time in which case Your continued rights to access and use the Platform shall be subject to Alef Education's then standard terms of use for Customer's in Your region.
- 2.4. You and the Reseller acknowledge and agree that Alef Education and/or its licensors own all intellectual property rights in the Platform and associated services provided by Alef Education. Except as expressly stated herein, the Contract does not grant You any rights to, under or in, any patents,



copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Platform and associated Services provided by Alef Education.

### 3. Restrictions

3.1. You shall not:

- a) modify, disassemble, decompile or reverse engineer the Platform; or
- b) download, print, store, distribute or otherwise reproduce the material available on the Platform, in whole or in part.

3.2. You warrant that You are not a direct competitor of Alef Education, and agree that You will not access any of the Platform for the purposes of monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose.

3.3. Alef Education, via the Reseller, may, at its sole discretion, suspend, modify, remove or add to the Platform at any time.

### 4. Confidentiality

4.1. In these terms **Confidential Information** means all proprietary information and other information of a confidential nature (however recorded or preserved) that is disclosed or made available through any of the Platform or otherwise, whether before or after the date of these terms (in any form or medium), directly or indirectly, by Alef Education to You.

4.2. You undertake that You shall:

- a) keep the Confidential Information secret and confidential during the Term and thereafter;
- b) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
- c) only make disclosure of the Confidential Information in accordance with clause 4.3 below.

4.3. You may disclose Confidential Information to the minimum extent required by any order of a court of competent jurisdiction or any regulatory, judiciary, governmental or similar body or taxation authority of competent jurisdiction.

### 5. Feedback and analytics

5.1. Any ideas, feedback, suggestions, requests, questions, comments, results of Your testing and evaluation of the Platform and services (**Feedback**) will be the property of Alef Education. You hereby assign and agrees to assign to Alef Education all rights, title and interest worldwide in and to such Feedback and the related intellectual property rights and agrees to assist Alef Education, at Alef Education's expense, in perfecting and enforcing such rights.

5.2. You acknowledge and agree that Alef Education may obtain aggregate technical and other data through the provision of the Platform (**Aggregated Data**), and Alef Education, including Alef Education's agents and sub-contractors, may use the Aggregated Data to analyse, improve, support and operate the Platform and otherwise for any business purpose, during and after the term of the Contract, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by You and other of Alef



Education's customers and prospects. You acknowledge that Aggregated Data is the property of Alef Education and Alef Education reserves all intellectual property rights which may, at any time, subsist in the Aggregated Data.

## **6. End Users**

You agree to ensure that Your End Users use the Platform in accordance with the terms and conditions of the Contract and acknowledge and agree that You shall be responsible for any End User's breach of the Contract.

## **7. Data privacy**

The parties agree that any processing of Personal Data under this agreement shall be in accordance with the provisions of this agreement, the [Alef Education Data Protection Schedule](#), and the [Privacy Promise](#).

## **8. No warranty or liability**

8.1. The Platform is provided to You on an "AS IS" basis and without warranty. Alef Education does not represent that Your use of Platform will be secure, timely, uninterrupted or error-free or that the system that makes the service available will be free of viruses or other harmful components. There are no warranties or conditions, express or implied, including without limitation, those of merchantability, fitness for a particular purpose and/or non-infringement of third party rights. You assume all responsibility for determining whether the Platform or the information generated thereby is accurate or sufficient for Your requirements.

8.2. Notwithstanding your sole recourse with the Contract being against the Reseller, in no event shall Alef Education be liable for any loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind (including lost profits) arising out of the use of the Platform regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even if Alef Education has been advised of the possibility of such damages. To the fullest extent permitted by law, the maximum liability of Alef Education to You arising out of or in the connection with the Platform, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the one hundred dollars (\$100).

## **9. Monitoring**

You acknowledge and agree that Alef Education may monitor Your use of the Platform.

## **10. Severability**

If any term, clause or provision within the Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Contract.

## 11. Governing law and jurisdiction

Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of the contract (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 this Agreement, 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.

<b>If the Customer's address in the Order Form is in:</b>	<b>The governing law is that of:</b>	<b>The courts or arbitration bodies having exclusive jurisdiction are:</b>
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

\*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.