



PLEASE READ THESE LICENCE TERMS CAREFULLY

BY USING OR CONTINUING TO USE THE ALEF PLATFORM YOU AGREE TO THESE TERMS (**Terms**) WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE ALEF PLATFORM.

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 access and use:

- the Alef Platform (**Alef Platform**);
- the nursing program you connect to via the Alef Platform and the content we provide to you through it (**Service**),

as permitted in these terms.

PRIVACY

We only use any personal data we collect through your use of the Alef Platform and the Services in the ways set out in our privacy policy <https://alefeducation.com/legalterms/SummerProgramPrivacyPolicy.pdf>

By using the Alef Platform and the Service, you will be provided restricted access to your child or dependent's data relating to their use of the Alef Platform. You warrant that you are parent, guardian or custodian of the child or dependent and entitled to access that data under the law.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Alef Platform or any Service 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 Alef Platform and/or the Services is at your own risk.

OPERATING SYSTEM REQUIREMENTS

This Alef Platform requires certain minimum operating requirements in order for delivery of the Services to you.

SUPPORT FOR THE ALEF PLATFORM AND HOW TO TELL US ABOUT PROBLEMS

Contacting us (including with complaints). If you think the Alef Platform or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at Helpdesk@alef.ae.

How we will communicate with you. If we have to contact you, you agree that we can do so directly through the Alef Platform or by using the contact details you have provided to us.

HOW YOU MAY USE THE ALEF PLATFORM, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these Terms you may stream the Alef Platform on devices owned or controlled by you and view, use and display the Alef Platform and the Service on such devices for your personal purposes relating to your child dependent(s) who have subscribed to the Service (**permitted use**);

YOU MUST BE 21 TO ACCEPT THESE TERMS

You must be of the age of 21 or over to accept these Terms. If you are under the age of 21, your parent or guardian must assent to these terms on your behalf and takes full responsibility for your compliance with them.

YOU MAY NOT TRANSFER THE ALEF PLATFORM TO SOMEONE ELSE

We are giving you personally the right to use the Alef Platform and the Service as set out in these Terms. You may not otherwise transfer the Alef Platform or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the Alef Platform is installed, you must remove the Alef Platform 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 Alef Platform (**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 the Terms by selecting or checking a box (if one is made available to you), or your continued use of the Alef Platform after the updated version of the Terms becomes effective, constitutes your binding acceptance of the updated version of the Terms. If you do not agree to any updated version, you should immediately discontinue your use of the Alef Platform.

UPDATE TO THE ALEF PLATFORM AND CHANGES TO THE SERVICE

From time to time we may automatically update the Alef Platform 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 Alef Platform and the Services.

IF SOMEONE ELSE OWNS THE DEVICE YOU ARE USING

If you stream the Alef Platform onto any 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 Alef Platform or the Service, whether or not you own the device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

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

WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

Certain Services will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the Alef Platform on the device. If you use these Services, 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.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the Alef Platform or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the Alef Platform or Services for any purpose;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Alef Platform or Services nor permit the Alef Platform or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Alef Platform and the Services 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 Alef Platform or the Services nor attempt to do any such things.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the Alef Platform or any Service 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 Alef Platform, any Service 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 Alef Platform or any Service;
- only use the Alef Platform and any Service for your permitted use and, in particular, not attempt to access data pertaining to any other child other than your dependent(s) who you have been provided unique access to;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Alef Platform or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not use the Alef Platform or any Service 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 Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- not carry out any activity that may interfere with the IMS (or with the servers and networks which convey information during use and/or are connected with the IMS);
- not work around any technical limitations of the Alef Platform 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 Alef Platform where the Service has been made available, unless we enable such uses;
- not remove, modify, or tamper with any notice that is incorporated into the Service; or
- not include misleading statements about Alef Platform functionality, performance, origin or data use.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Alef Platform and the Services throughout the world belong to us (or our licensors) and the rights in the Alef Platform and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Alef Platform or the Services other than the right to use them in accordance with these terms.

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 Alef Platform is for domestic and private use only.

Limitations to the Alef Platform and the Services. To the extent permitted by law the Alef Platform and the Services 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 by the Alef Platform and the Service, 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 this Alef Platform and the Services. If you are dissatisfied with any part of the Alef Platform, the Documentation or the Service, your sole and exclusive remedy is to discontinue using the Alef Platform.

Check that the Alef Platform and the Services are suitable for you. The Alef Platform and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Alef Platform and the Services meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the Alef Platform or 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 ALEF PLATFORM AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the Alef Platform and 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 Alef Platform and Services:

- You must stop all activities authorised by these Terms, including your use of the Alef Platform and any Services.
- You must delete or remove the Alef Platform from all devices in your possession and immediately destroy all copies of the Alef Platform which you have and confirm to us that you have done this.

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

These Terms shall be governed by and interpreted in accordance with the laws of England and Wales. You hereby irrevocably submit to the exclusive jurisdiction of the courts of Abu Dhabi Global Market to settle any dispute or claim you may bring arising out of or connection with these terms (including any non-contractual disputes or claims). We shall be entitled to bring any dispute or claim arising out of or in connection with these Terms (including any non-contractual disputes or claims) or seek the remedies of injunction or other relief for any threatened or actual breach of these terms by you in any jurisdiction it considers appropriate. You acknowledge and agree that damages may not be an adequate remedy for us for any breach of these terms by you, including in a manner which infringes, misappropriates or violates any intellectual property or privacy rights or may cause irreparable or continuing harm.

ENTIRE AGREEMENT

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.