

USER TERMS

Alef Education provides products and services, which can be accessed through a PC and other devices (Services). These User Terms have legal effect between you and Alef Education or the authorised entity providing access to the Services (Alef Education), no matter how you access the Services. Please read them carefully before using any of the Services.

By using the Services, you agree to comply with and be bound by these User Terms, and agree that you have read and understood them and the documents they refer to. If you do not agree with these User Terms, you must not access or use the Services.

Part A applies to you if you are a customer or are accessing the Services through a customer (**Paid Access**). Part B applies to you if you are taking a trial of the Services (**Trial Access**). Part C applies to all users.

These User Terms should be read in conjunction with our <u>Privacy Policy</u> and any applicable privacy notices.

A. Paid Access Terms

- Your access: Alef Education provides the Services under licence to customers of Alef Education (each, a Customer). A Customer or Alef Education may invite you to access the Services by providing you with an account or access link. Alef Education may permit its Customer to grant you access provided that the Customer complies with certain restrictions and provided that the Customer remains responsible for your use and actions relating to the Services. Other terms may apply to the Services in addition to these User Terms, in particular, terms agreed between Alef Education and your organisation who is the Customer.
- 2. <u>Use by you</u>: You may, in the ordinary course of your organisation's educational purposes and for your internal purposes only, subject to the restrictions below view and use the Services on a non-commercial basis.
- 3. <u>Disclaimer</u>: The Services are provided by Alef Education to the Customer. Alef Education makes no representations or warranties to you of any kind, express or implied, as to the operation of the Services or the information, content or materials included on the Services. Your use of the Services is governed by your relationship with the Customer and these User Terms.
- 4. <u>Data submitted by you</u>: In using the Services, you must ensure any data or information you submit or send: (a) is accurate (where it states facts); (b) is genuinely held (where it states opinions); and (c) complies with applicable law in any country from which it is posted, and that you have all necessary permissions to place such information (including personal information) on the Services.
- 5. <u>Confidentiality and intellectual property rights</u>: some content and materials accessible via the Services may be confidential to your organisation and may also be protected by intellectual property rights around the world.
- 6. <u>Instant Messaging Services</u>: you must only use Instant Messaging Services and other interactive features on the website in compliance with the applicable terms of use. You acknowledge that you have read and understood the applicable terms of use and the consequences of failure to comply with it.

B. Trial Access Terms



- <u>Licence</u>: for the duration of the Trial Period (as set out in your Welcome/ Logon information email or as otherwise agreed between you and Alef Education) Alef Education grants you a non-exclusive licence to search and view the materials on the relevant Service, so that you can evaluate whether you wish to subscribe to the Service. We may monitor your usage of the Service during the Trial Period.
- 2. <u>Trial Period restrictions</u>: during the Trial Period you may not (i) use personal data included within, or accessed via, the Services in a way as to knowingly or negligently cause us to breach our obligations under applicable data protection laws; or (vii) process personal data included within, or accessed via, the Services for any purpose other than to trial the relevant Service for the Trial Period.
- 3. <u>Disclaimer</u>: all warranties, conditions and other terms implied by statute or common law are excluded to the maximum extent permitted by applicable laws. Alef Education makes no representations or warranties to you of any kind, express or implied, as to the operation of the Services or the information, content or materials included on the Services.

C. Terms applying to Paid Access and Trial Access

- 1. General restrictions: You may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer the Services or the materials on them in whole or in part, or as a component of any other product or service; (ii) use the Service or the materials on them to create any derivative works or competitive products; (iii) allow any third parties to access, use or benefit from the Services or materials on them in any way; (iv) use any programmatic, scripted or other mechanical means to access the Services or the materials on them; (v) share your password or logon details with anyone; or (vi) download to a local machine, network or disk any materials from the Services and save them in electronic form; (vii) copy and paste any materials from the Services; (viii) make print outs or copies of any materials from the Services; (viii) email or otherwise make available materials from the Services to anyone else; or (ix) modify any materials from the Services.
- 2. <u>No reliance:</u> Alef Education is not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Services. You agree that you use the Services at your own risk in these respects.
- 3. <u>Intellectual property rights:</u> Alef Education and its licensors own and reserve all intellectual property rights in the Services (including, but not limited to, all copyright), and you agree that you will not do anything to infringe or prejudice those rights.
- 4. <u>Changes to these User Terms</u>: Alef Education may post changes to these User Terms via the Services, and such changes shall be effective from the next time you use the Services.
- D. In the event of any conflict of substance or interpretation between the two, the substance and interpretation under the English language version shall prevail.