

Terms and Conditions

Welcome to Takallam Arabic!

These terms and conditions outline the rules and regulations for the use of Takallam's Website and Application, located at TakallamArabic.com

By accessing this website and downloading the application, you are considered as explicitly accepting these terms and conditions. Do not continue to use Takallam if you do not agree to the terms and conditions stated herein.

The following terminology applies to these Terms and Conditions Privacy Statement and Disclaimer (hyperlink for privacy policy) Notice and all Agreements: "Client", "You" and "Your" refers to you, the person using our website and application, compliant to the Takallam Arabic's terms and conditions. "The Company", "Ourselves", "We", "Our" , "Us and "Takallam" , refers to Takallam Arabic. "Party", "Parties", or "Us", refers to both the Clients and the Company.

All terms refer to the offer, agreement, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of the provision of Takallam's stated Services, pursuant and subject to, prevailing law of the UAE. This Agreement sets forth the general terms and conditions of your

use of the Takallam website and application and any of its products or services (collectively, "website", " Application" or "Services").

Description of Services

Takallam provides education services through the Website and the application, such as games, features, and other educational content for both "Child Users", and "Adult Users".

Accounts

We currently offer the following types of accounts through the Services: Individual Accounts, Family Accounts, and Teacher Accounts. Family Accounts can have a maximum of three users, with one of these users being an Adult User and up to two Child Users. Teacher Accounts may only be registered by an Adult currently employed by a school, a registered tutor, childcare facility, or other educational institution. The Users are under the obligation not to share the login information with any third party other than the registered users, otherwise, the Services may be cancelled or suspended.

Disclosure of Child User information is treated pursuant to our [Privacy Policy](#). If you create an account in the Takallam website or Application, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may monitor and review new accounts before you may sign in and use our Services. Providing false contact information of any kind may result in suspending, disabling, cancelling or deleting your account. You

must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you or any User, including any damages of any kind incurred as a result of such failure, acts or omissions. We may suspend, disable, cancel, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage or harm by any way our reputation and goodwill. If we delete your account for any of the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Account Fees

All fees are payable pursuant to the payment terms on the date of the subscription. If you sign up for a trial period, your rights to use the Services are limited by the terms of such trial and will be terminated or renewed according to the terms of your trial arrangement and/or any applicable Additional Terms. Please note that we do not provide price protection or refunds for existing subscribers in the event of a price drop or promotional offering for new subscribers. You must either use a credit card, debit card, or other payment mechanism / method accepted by us (such as: Paypal, Google Play Store, Apple's iTunes App Store) to activate and maintain a paid Account. You authorize us to charge you through the Pay Mechanism that you use when registering our Account. If we do not receive payment by the Pay Mechanism we will not activate your account. By activating your Account, you agree to renew your subscription automatically for

the same subscription terms on the day after your previous subscription ends, you will be charged unless you deactivate the auto-renewal button prior to the renewal date. You may cancel your Account prior to its renewal date through the Manage My Subscription area in the Parents Section of the App and the Website or by contacting our Support team. If you do so, please note that we do not provide full or partial refunds. There is no refund policy in case of subscription canceling for any reason whatsoever. In any event, you will be able to continue to use the Services throughout the remainder of the subscription period that has already been paid for. Also note that if you upgrade to another level you will still have the access for the lower levels. However, the previous level will be canceled with no further refunds.

Backups

In no event I we shall be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

Cookies

We employ the use of cookies. By accessing Takallam, you agreed to use cookies in agreement with Takallam's [Privacy Policy](#).

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website.

License

Unless otherwise stated, Takallam and/or its licensors own the intellectual property rights for all material on Takallam. All intellectual property rights are reserved. You may access it from Takallam for your own personal use subject to restrictions set in these terms and conditions.

You must not:

Republish material from Takallam

Sell, rent or sub-license material from Takallam

Reproduce, duplicate or copy material from Takallam

Redistribute content from Takallam

Share the login credentials with any third party other than the current registered users.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Takallam Mobile Application or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related mobile application, other mobile applications, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related mobile application, other mobile applications, or the Internet. We reserve the right to terminate your use of the Service or any related mobile application for violating any of the prohibited uses.

This Agreement shall begin on the date on which the subscription is purchased, and payment is made.

Links to other mobile applications

Although this Takallam does not link to other mobile applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked mobile application, unless specifically stated herein. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any mobile application which you access through a link from Takallam. Your linking to any other off-site mobile applications is at your own risk.

Approved organizations may hyperlink to our Website as follows:

By use of our corporate name; or

By use of the uniform resource locator being linked to; or

By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No usage of whatever kind of Takallam's logo, design or other artwork including but not limited to its associated Intellectual Property Right/s will be allowed for any reason whatsoever.

Your Privacy

Please read through our [Privacy Policy](#)

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve and undertake to immediately remove all links to our Website upon request. By continuously linking to our Website, you agree to be bound to these linking terms and conditions.

Removal of links from our website

If you find any link on our Website that is inappropriate or offensive for any reason, you are free to contact and inform us at any time. We will consider your requests to remove links, but we are neither obligated to do so nor respond to you directly. We shall be at liberty to take any necessary measure in any manner we deem fit or necessary to the proper reservation of our Rights, Interests and the proper performance of the Services.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation or misconduct;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

Intellectual property rights

This Agreement does not transfer to you or allow any utilization by any way or any means of any intellectual property owned by Takallam or third-parties, and all its rights, titles, and interests in and to such property will remain (as between the parties) solely with Takallam. All trademarks, service marks, graphics, and logos used in connection with our Mobile Application or Services are trademarks or registered trademarks of Takallam licensors. Other trademarks, service marks, graphics, and logos used in connection with our Mobile Application or Services may be the trademarks of other third-parties. Your use of our Mobile Application and Services grants you no right or license to reproduce or otherwise use any Takallam or third-party trademarks.

Limitation of liability

To the fullest extent permitted by applicable law, in no event Takallam, its affiliates, officers, directors, employees, agents, suppliers or licensors will be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of the content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise,

even if Takallam has been advised as to the possibility of such damages or could have foreseen such damages.

Indemnification

You agree to indemnify and forever hold Takallam and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Mobile Application or Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties confirm that the remaining provisions or portions thereof shall constitute their agreement concerning the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, execution and performance of this Agreement and any conflicts or disputes arising out of it shall be governed by the substantive and procedural laws of the United Arab Emirates without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of the United Arab Emirates. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the Dubai Courts in the United Arab Emirates, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Agreement in the Mobile Application. When we do, we will send you an email to notify you. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement, understood and agree to all its terms and conditions. By using the Mobile Application and the website and its Services you

agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Mobile Application and its Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any inquiry or any matter relating to it, you may do so via the contact us form in our website here TakallamArabic.com

This document was last updated on Oct 2021