

PRIVACY POLICY

Please read the following Terms and Conditions carefully before you click “I accept the General Terms and Conditions for Online Sales” Button. By installing, copying, distributing, or using all or any portion of this Software (as defined below), you (hereinafter “Customer”, as defined below) accept all the terms and conditions of this agreement. If you do not agree to the terms of this agreement, you are not permitted to use the Software.

*The Software is **licensed, not sold**, only in accordance with the terms of this agreement.*

1. Definitions:

“Taalimi Owner” means VALUETECH, [Qimaa’ AlTaqnia Lil Tijara Co.] , 3102 Safwa Commercial Center, Sulaimania, Riyadh, Kingdom of Saudi Arabia, even if this agreement is entered into while you are in the Kingdom of Bahrain.

“Taalimi Distributor” “us,” or “our” means AL AAMIRA GENERAL TRADE EST., CR #87618-3, Budaiya, Block 552, Road 5219, Building 616, Bahrain, even if this agreement is entered into while you are in the Kingdom of Bahrain. Taalimi Distributor offers a software for license, trial or demo via direct sales, its online store, or the Distributors network in the Kingdom of Bahrain. The use of Taalimi Distributor’s software/Application is governed by a license included in the software.

“Customer” or “you” means you and any legal entity that obtained the Software/Software Licenses and on whose behalf it is used; for example, and as applicable, your employer. Customer, by direct contact with Taalimi Distributor, via its online website and store <http://www.Taalimibahrain.com>, can subscribe to a software license package, upgrade the package, or renew the subscription (collectively, Product). Customer can also request technical support and assistance, training services (collectively, Services).

“Computer” means a virtual machine or physical personal electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications, that conforms to the system requirements of the Software as specified in the Documentation.

“Documentation” means the technical usage guidelines and descriptions of the Software published by Taalimi Owner. “Documentation” does not include any forum or content by any third party.

“Software Integration” means a unique product offering which combines the Software with an additional product, service or plugin.

“Use” means to access, install, download, or otherwise benefit from using the functionality of the Software.

2. Software License:

License Grant. If you obtained the Software from Taalimi Distributor, and subject to your compliance with the terms of this agreement, including the restrictions (if any) in Section 3, Taalimi Distributor grants to you a limited, non-exclusive, non-transferable, non-sub licensable, revocable license to Use the Software in a manner consistent with its design and intended purpose. By clicking the “Buy now” button, you send us a binding offer for the conclusion of a purchase agreement with Taalimi Distributor regarding the Software.

General Use. You may install and Use multiple copies of the Software on your Laptop, Tablet, or Smart phone.

Server Use. This agreement permits you to install or Use the Software on a virtual server, or on premises server.

Distribution. This license does not grant you the right to sublicense or distribute the Software.

Software Integration. The Software may be provided to you as part of a Software Integration and your use of the Software Integration is subject to any applicable additional terms.

Availability Limitation. The Software might not be available in all languages or to residents of all countries.

3. Restrictions and Requirements:

Use Obligations. You agree that you will not use the Software other than as permitted by this agreement and that you will not use the Software in a manner inconsistent with its design or Documentation.

Integration Restrictions. You will not integrate or use the Software with any other software, plug-in, or enhancement.

Plug-in Restrictions. You will not integrate or use the Software with any plug-in software.

Disabled Features. The Software may contain features or functionalities that are hidden or appear disabled or “grayed out” (collectively, “Disabled Features”). Disabled Features will activate only when enabling technology available only from Taalimi Software Owner. You will not access, or attempt to access, any Disabled Features by means other than the use of such enabling technologies, nor will you rely on the Software to create a feature substantially similar to any disabled Feature or otherwise circumvent the technology that controls activation of any such feature.

Notices. You will not alter or remove any copyright or other proprietary notice that appears on or in the Software.

No Modification or Reverse Engineering. You will not modify, adapt, translate, or create derivative works based upon the Software. You will not reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.

4. No Transfer

You will not rent, lease, sell, sublicense, assign, or transfer your rights in the Software, or authorize any portion of the Software to be copied onto another individual or legal entity’s Computer, Tablet, or Mobile except as may be expressly permitted herein.

5. Intellectual Property Ownership, Reservation of Rights:

The Software is the intellectual property of Taalimi Owner. The structure, organization, and code of the Software are the valuable intellectual property (e.g., trade secrets and confidential information) of Taalimi Owner. The Software is protected by law, including without limitation the copyright laws of the Kingdom of Saudi Arabia and the Kingdom of Bahrain, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant you any intellectual property rights to the Software, and all rights not expressly granted are reserved by Taalimi Owner.

6. Feedback:

You have no obligation to provide us with ideas, suggestions, or proposals ("Feedback"). If you choose to submit feedback to us, then you grant us a non-exclusive, worldwide, royalty-free, sub licensable, and transferable license to make, use, sell, and have made, offer to sell, import, reproduce, publically display, distribute, modify, and publically perform the feedback.

7. Internet Connectivity and Privacy

Automatic Connections to the Internet. The Software may cause your Computer, Tablet, or Mobile without notice, to automatically connect to the Internet and to communicate with a Taalimi website or Taalimi domain for purposes such as providing you with additional information, features, or functionality. Unless otherwise specified in this Section, the following provisions apply to all automatic Internet connections by the Software.

Collection of Information. Whenever the Software connects to Taalimi distributor over the Internet, certain information is collected and transmitted by the Software to Taalimi distributor pursuant to the Taalimi Online Privacy Policy available at <http://www.Taalimibahrain.com/privacy> ("Privacy Policy"), which may be updated from time to time.

Updating. We may modify, update, or discontinue the Software (including any portions or features) at anytime, without liability to you or anyone else. The Software may cause your Computer, Tablet, or Mobile without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) to: (a) check for Updates that are available for download and installation on the Computer, the Tablet, or the Mobile; (b) automatically download and install Updates; and (c) notify Taalimi Owner of the results of installation attempts. These updates may take the form of bug fixes, new features, or new versions. You agree to receive such updates from Taalimi Owner as part of your use of the Software.

Mobile/Tablet Application Usage Data. You have the option to share information with us about how the use of our Mobile/Tablet applications. Where permitted by law, this option is turned on by default, and the information is associated with your Taalimi account. This information allows us to provide you with a more personalized experience and helps us to assess our offerings and develop, modify, improve, support, customize, and operate our Services based on your use, as applicable, of any Services. You can change your preference any time on your Taalimi Account Management page. To learn more about Mobile/Tablet application usage data, go to <https://help.Taalimibahrain.com>.

8. Third-Party Offerings:

The Software may allow you to access and interoperate with third-party content, software applications, and data services ("Third-Party Offerings"). Your access to and use of any Third-Party Offering, including any services, or information, is governed by the terms and conditions respecting such offerings and by the copyright laws of the Kingdom of Saudi Arabia and the Kingdom of Bahrain. Third-Party Offerings are not owned or provided by Taalimi Owner. You agree that you will not use any such Third-Party Offerings in violation of copyright laws of the Kingdom of Saudi Arabia or the Kingdom of Bahrain. Taalimi Owner or the third party may at any time, for any reason, modify or discontinue the availability of any Third-Party Offerings. Taalimi Owner does not control, endorse, or accept responsibility for Third-Party Offerings. Any dealings between you and any third party in connection with any Third-Party Offerings, including such party's privacy policies and use of your personal information, delivery of and payment for services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and the third party. Third-Party Offerings might not be available in all languages or to residents of all countries, and Taalimi Owner or the third party may, at any time and for any reason, modify or discontinue the availability of any Third-Party Offerings.

Except as expressly agreed upon by Taalimi Owner in a separate agreement, your use of Taalimi Software and the third party offerings is at your own risk.

9. Disclaimer of Warranties:

The software is provided "as-is." to the maximum extent permitted by law; Taalimi distributor disclaims all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Taalimi distributor further disclaims any warranty that (a) the software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results obtained from the use of the software will be effective, accurate, or reliable; (c) the quality of the software will meet your expectations; or (d) any errors or defects in the software will be corrected.

Taalimi distributor specifically disclaims all liability for any actions resulting from your use of the software. You may use and access the software at your own discretion and risk, and you are solely responsible for any damage to your computer, Tablet, or Mobile operating system or loss of data that results from the use of and access to the software.

10. Limitation of Liability:

With the exception of a party's obligation to provide indemnification under this agreement and each party's confidentiality obligations, in no event shall either party, or its licensors or suppliers by virtue of this agreement, have any liability to any other party for any lost profits or costs of procurement of substitute services, or for any incidental, punitive, indirect, special or consequential damages, however caused and under any theory of liability (including negligence) and whether or not such party has been advised of the possibility of such damage. The limitations set forth in this section 10 do not apply to any infringement or misappropriation by either party or its contractors of the other party's intellectual property rights. In no event shall Taalimi distributor, its affiliates or its officers, directors, employees, Distributors, licensors or suppliers be liable to Customers for more than the amount of the amounts paid under this agreement by the Customer. The foregoing limitation on direct damages shall not apply to any breach by Taalimi distributor of its confidentiality obligations or Taalimi's intellectual property indemnification obligations under section 5. The parties agree that this section 10 represents a reasonable allocation of risk.

Taalimi distributor's total liability in any matter arising out of or related to this agreement is limited to the amounts paid under this agreement. This limitation will apply regardless of the form or source of claim or loss, whether the claim or loss was foreseeable, and whether a party has been advised of the possibility of the claim or loss.

The limitations and exclusions in this section apply to the maximum extent permitted by law.

Taalimi distributor is not liable to you or anyone else for any loss of use, data, goodwill, or profits, whatsoever, and any special, incidental, indirect, consequential, or punitive damages whatsoever, regardless of cause (even if Taalimi distributor has been advised of the possibility of the loss or damages), including losses and damages (a) resulting from loss of use, data, or profits, whether or not foreseeable; (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action; or (c) arising from any other claim arising out of or in connection with your use of or access to the software. Nothing in this agreement limits or excludes Taalimi distributor's liability for gross negligence, for Taalimi distributor's, or its employees', Distributors', intentional misconduct, or for death or personal injury.

11. Export Rules:

The Software and your use of the Software are subject to Kingdom of Saudi Arabia and Kingdom of Bahrain. As well as the international laws, restrictions, and regulations that may govern the import, export, and use of the Software. You agree to comply with all such laws, restrictions, and regulations.

12. Updates and Availability:

We may modify this Agreement, for example, to reflect changes to the law or changes to Taalimi Owner's Software. You should look at this Agreement regularly. We will post notice of modifications to this Agreement on this page. By continuing to use the Software after the revisions are in effect, you agree to be bound by the revised terms of the updated Agreement.

13. Miscellaneous:

English Version. *The English version of this agreement or Arabic translated version by any legal office in the Kingdom of Bahrain will be the versions used when interpreting or construing the terms of this agreement.*

Headings. *Headings used in this agreement are provided for convenience only and will not be used to construe meaning or intent.*

Payments and Collections. *Taalimi distributor is the only Authorized party to collect & receive in its bank accounts within nominated territories, all subscription fees from Customers, with no objections from any party related to this transaction.*

Payment Options, Prices, Taxes and Currency. *Taalimi Distributor has facilitate for prospected Customers most of the common method of payments such as (Credit Cards (visa, master card, American express), Benefit, PayPal, Debit Cards) for its offered packages (VAT % inclusive) in Bahraini Dinar.*

Right of Customer withdrawal. *Applicable and eligible during the trial period "if offered in website" of first Subscription only for all customers.*

Severability. *If any provision of this agreement is held invalid or unenforceable for any reason, this agreement will continue in full force and effect.*

Authorized Distributor responsibilities. *It's clear, understood and accepted for all parties in this term and conditions agreement that the Distributor assigned by Taalimi Owner in the Kingdom of Bahrain has limited responsibilities and liabilities towards Customers, which cover marketing and selling the subscriptions to prospected Customers, and collect Subscriptions via the online Plans, "all subscriptions related to the territory of Bahrain". Distributor is responsible for promoting the Software, Demonstrating the Application, and collecting the subscriptions Only.*

No Waiver. *Our failure to enforce or exercise any provision of this agreement is not a waiver of that provision.*

14. Survival:

Upon the expiration or termination of this agreement, the Software may cease to operate without prior notice. Your indemnification obligations, Taalimi distributor's warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in this agreement will survive.

15. Termination:

Taalimi distributor will have the right to terminate this Agreement for any reason or no reason upon providing at least thirty (30) days' prior written notice and refund the unutilized fees for the remaining period of this contract if applicable. Effective upon termination, you will immediately cease your use of the Software and will destroy (at Taalimi distributor's request) your copy of the Software. All licenses granted to you by Taalimi distributor will immediately cease upon termination.

16. Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of the Kingdom of Saudi Arabia, without regard to its conflict of law principles. The parties irrevocably attorney to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia. No choice of laws rules of any jurisdiction shall apply to this Agreement. The parties confirm that it is their wish that this Agreement be drawn up in English language.

17. Force Majeure:

Except for each party's obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes or shortages of materials.

18. Suspension:

Taalimi Distributor and/or Taalimi Owner reserves the right to suspend access to the Software and/or service, by the officers, managers, or Authorized technical team, and without compensation:

- In order to perform maintenance on the Software/Application. Taalimi Owner undertakes to do everything in its power to restore the service as swiftly as possible;
- Due to technical issues caused by the infrastructure. Taalimi Owner undertakes to do everything in its power to restore the service as swiftly as possible;
- During the period prior to the acceptance or refusal of modifications to the Software Application Terms and Conditions (T&Cs) by the first Authorized User from Customer side;

19. Data protection:

Taalimi Owner shall comply with the provisions of the Kingdom of Saudi Arabia and Kingdom of Bahrain Data Protection Act, and take all reasonable measures to keep Customer's personal information confidential and secure.

20. Tracking Technologies and Cookies:

Taalimi Owner uses Cookies and similar tracking technologies to track the activity on the service offered and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze the service. The technologies Taalimi Owner uses may include:

Cookies or Browser Cookies. A cookie is a small file placed on your device. You can instruct your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if you do not accept Cookies, you may not be able to use some parts of the service offered herein. Unless you have adjusted your browser setting so that it will refuse Cookies, the service may use Cookies.

Flash Cookies. Certain features of the service offered herein may use local stored objects (or Flash Cookies) to collect and store information about your preferences or your activity on the service. Flash Cookies are not managed by the same browser settings as those used for Browser Cookies.

Web Beacons. Certain sections of the service offered and the emails we will send may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the company, for example, to count users who have visited those pages or opened an email and for other related Software statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when you go offline, while Session Cookies are deleted as soon as you close your web browser.

We use both Session and Persistent Cookies for the purposes set out below:

Necessary / Essential Cookies

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide you with services available through the Software and to enable you to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that you have asked for cannot be provided, and we only use these Cookies to provide you with those services.

Cookies Policy / Notice Acceptance Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Software.

Functionality Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices you make when you use the Software, such as remembering your login details or language preference. The purpose of these Cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time You use the Software.

21. Use of Your Personal Data:

Taalimi Owner and/or Taalimi Distributor may use Personal Data for the following purposes:

To provide and maintain the Service offered, including monitoring the usage of the service.

To manage your Account: to manage your registration as a user of the service. The Personal Data you provide can give you access to different functionalities of the service that are available to you as a registered user.

For the performance of a subscription: the development, compliance and undertaking of the purchase subscription for the license, or services you have purchased or of any other subscription with us through the service.

To contact you: To contact you by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, services, including the security updates, when necessary or reasonable for their implementation.

To provide you with news, special offers and general information about other services, and special packages which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information.

To manage your requests: To attend and manage your requests to us.

For business transfers: We may use your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by us about our service users is among the assets transferred.

For other purposes: We may use your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our service(s), marketing and your experience.

We may share your personal information in the following situations:

With Service Providers: We may share your personal information with Service Providers to monitor and analyze the use of our service, to contact you.

For business transfers: We may share or transfer your personal information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

With Affiliates: We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any other subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

With business partners: We may share your information with our business partners to offer you certain services or promotions.

With other users: when you share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.

With Your consent: We may disclose your personal information for any other purpose with your consent.

22. Retention of Your Personal Data:

Taalimi Distributor will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of the service offered, or we are legally obligated to retain this data for longer time periods.

23. Transfer of Your Personal Data:

Your information, including Personal Data, is processed at Taalimi Owner's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of the Kingdom of Bahrain, or other

governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Taalimi Owner will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

24. Disclosure of Your Personal Data:

Business Transactions. If Taalimi Owner is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement. Under certain circumstances, Taalimi Owner and/or Taalimi Distributor may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements. Taalimi Owner and/or Taalimi Distributor may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation;
- Protect and defend the rights or property of the Company;
- Prevent or investigate possible wrongdoing in connection with the Service;
- Protect the personal safety of Users of the Service or the public; and
- Protect against legal liability

25. Security of Your Personal Data:

The securities of your Personal Data are important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

26. Children's Privacy:

Our service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from anyone under the age of 13 without verification of parental consent, we take steps to remove that information from our servers.

27. Links to Other Software:

Our service may contain links to other Software that are not operated by us. If you click on a third party link, you will be directed to that third party's Software. We strongly advise you to review the Privacy Policy of each software you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party Software or services.

28. Contact Us:

If you have any questions about this Privacy Policy, you can contact us by visiting this page on our website: www.Taalimibahrain.com