

Terms of use

Welcome to Shattara!

Please take time to read these terms and conditions of use for Shattara and any terms and policies that they reference (jointly "Shattara Terms"). The Shattara Terms are a legally binding agreement between the consumer that makes the order ("You") and the seller Shattara AI LLC, contact, registration number [REGISTRATION NUMBER] ("Shattara") and cover Your access to and use of the service for learning support, related software applications and all the content and other material offered on the service by Shattara from time to time (jointly "Shattara Service").

You acknowledge that the Shattara Service is only available to individuals who:

- (i) are 18 years or older, or between 13 and 18 years old and have parental consent,
- (ii) have the power to enter into a binding agreement with Shattara, and are not barred from doing so under any applicable law,
- (iii) are a resident of Saudi Arabia or a country in which the Shattara Service is available, and
- (iv) use the Shattara Service for private non-commercial use.

By accepting the Shattara Terms and/or accessing or using the Shattara Service, you acknowledge that you have entered into an agreement with Shattara and represent and warrant that you meet the above requirements.

Our terms of use and all other related documents are written in Arabic and English. The Arabic version shall prevail in case of discrepancy between the two versions. By entering into an agreement with Shattara, you accept and agree to the use of these languages in these matters.

1. Definitions

1.1. Shattara

We as a company, Shattara AI LLC (Registration Number: [REGISTRATION NUMBER])

1.2. You / Customer / User

1.2.1. Paying customer

Refer to any Customer having an active Order Confirmation.

1.2.2. Free customer

A Customer without a valid Subscription.

1.3. Agreement

Refer to the agreement between Shattara and you as a consumer including these T&Cs and any relevant Associated Documents.

1.4. Parties

Both of us – we, Shattara, and you, the Customer.

1.5. Effective date

Refer to the moment when the Agreement becomes valid between the Parties.

1.6. Subscription

A Service provided to the Paid Customer on a recurring basis under Order Confirmation.

1.7. Platform

The online learning support system provided by Shattara. Referred to as "The Platform" or "The Service".

1.8. Associated documents

Documents referred in this Agreement or that are published at shattara.com

1.9. Term

Any period of time specified in an Order Confirmation where A Paying or Free Customer has access to the Platform.

1.10. Shattara Account

Password protected user-account created on shattara.com

2. The Shattara Platform

2.1. Your Shattara account

In order to use the Shattara Platform, You will have to create a password protected account ("Shattara Account"). You represent and warrant that all information You provide to Shattara is accurate and correct, and that You will keep the information up to date. You agree not to share Your Shattara Account or password and that You are solely responsible for all activity that occurs on Your Shattara Account (including any unauthorized use). If you purposefully share your Account password with others, Shattara reserves the right to terminate your Subscription with immediate effect without reimbursement for the remaining Term. If You believe there has been any unauthorized access or use of Your Shattara Account, You must notify Shattara immediately and change Your password as soon as possible. Shattara will not be responsible for any activities on Your Shattara Account unless it has been caused by Shattara's negligence.

2.2. Membership and payment

2.2.1. Acceptance

The Agreement becomes valid when You complete the sign-up form on the Platform incl. payment.

2.2.2. Payment

2.2.2.1. General

Unless otherwise specified in the Order Confirmation, all fees are in Saudi Riyal (SAR).

Fees shall be added with applicable Value-Added Tax and any other mandatory taxes as per Saudi Arabian tax regulations.

Payment for the Services is due upon completion of the sign-up form on the Platform, after which the fees are payable in advance for each future Term during the duration of the Agreement.

The Payment is handled via third party service providers which accept most Saudi and international payment cards and methods, including SADAD payment system.

2.2.3. Activation (delivery)

Immediately after the Agreement becomes valid, you will gain access to the Platform with your Shattara Account.

2.2.4. Withdrawal

As per Saudi Arabian Consumer Protection Law, you have the right to cancel your purchase within 7 days from the date of activating the service, provided that you have not substantially used the service. All other Services are non-cancellable during the Term, and all fees are non-refundable unless otherwise specified in the Order Confirmation.

2.3. Duration, renewal and termination

2.3.1. Duration

The Agreement remains valid for the Initial Term (and any subsequent Term), except if terminated in accordance with this section.

2.3.2. Automatic renewal

At the end of a Term, the Order Confirmation including Associated Documents and these Terms & Conditions renews automatically with the then-current, standard non-discounted price for an additional Term of the same duration as the preceding Term excluding the length of any free Trial period.

2.3.3. Changes

The prices, features, and options of the Services depend on the Subscription selected by the Paid Customer.

Shattara has the right to adjust the prices, features, or options included in the Paid Customer Services, provided that the changes shall not take effect until the next Term. Shattara informs the Paid Customer of

any changes in the prices (except for increase specified in 2.3.2 as part of renewal), features, or options for the subsequent renewal by a written notice no later than 30 days prior to the end of the current Term.

2.3.4. Termination

Your subscription to Shattara will continue until terminated by You or Shattara. You may terminate your Subscription with effect from the end of the current Term by emailing Shattara on support@shattara.com and request that Your Shattara Account is closed, or by simply deleting Your account in Your account settings and by ceasing all other access to and use of the Shattara Service. Finally, You can stop your subscription but keep your Account by Canceling Your Subscription in Your account settings. Shattara may pause, suspend or terminate Your access to the Shattara Service or any part thereof at our discretion including but not limited to if You have violated the Shattara Terms. All fees are non-refundable unless otherwise specified in the Order Confirmation or under Saudi Arabian Consumer Protection Law.

2.3.5. Free Access

Shattara may offer access to the platform free of charge to "Free users". Shattara reserves the right to determine Your eligibility for Free Access and may revoke or modify the Access at any time without prior notice with no liability to you. The Free Access is limited by usage, defined across various activity metrics on the platform. Shattara reserves the right to change the limitations of the Free Access, vary the limits between individual users and to entirely revoke the Free Access to the platform. Shattara also reserves the right to completely lock certain features from the Free Access, such that they can only be unlocked by Paying customers. When the user reaches their monthly limit they will lose access to the Platform and be met by a payment pop-up that offers them a Subscription to the platform.

2.4. Using the Platform

2.4.1. Requirements of the customer

The Customer confirms that they are of legal age (18 years or older) or have parental consent and are legally capable of entering into the Agreement.

The Customer confirms that they use products and services offered by Shattara solely for their own personal learning. Shattara does not provide its solutions to business or institutions unless through a specific business agreement.

2.4.2. Uploaded content/input

By signing up for and using the platform, the Customer confirms and acknowledges that they are the rightful owner of all materials they upload or submit to the platform. You affirm that you hold all necessary rights, licenses, and permissions to use and share the content within the platform to be used strictly for the Customer's own private use according to applicable Saudi Arabian copyright laws.

The Customer also confirms that all uploaded content complies with the laws and regulations of the Kingdom of Saudi Arabia, including but not limited to respecting Islamic values and traditions, and does

not contain material that violates public morality or order.

2.4.3. Obligations of the Customer

If the Customer becomes aware of any unauthorized use of the Platform, the Customer shall promptly inform Shattara.

The Customer, and any third party they involve, must not under any circumstances:

- a. Share, sell, or give access to the Platform to third parties;
- b. Reverse engineer or seek to obtain the source code of the Platform;
- c. Bypass security measures, or configure the Platform to avoid fees or in any way disrupt the integrity or security;
- d. Access the Platform for the purpose of building a competitive product or service or copying its features;
- e. Use or permit the Platform to be used for any illegal or misleading purpose;
- f. Upload, share or distribute content that violates Islamic values, Saudi Arabian laws, or public morality;
- g. Collect, use, and disclose data that violates any third-party rights.

The Customer confirms that they will only use The Platform within the guidelines of the use of AI/LLMs as prescribed by the educational institution they attend. Using the Platform to violate the Customer's school's exam and teaching rules is a violation of the Agreement, and Shattara reserves the right to terminate the Customer's subscription immediately and without reimbursement in such cases.

2.5. Performance guarantee

Shattara does not offer any guarantee to the Customer that their learning will benefit from using the Platform. Shattara cannot be held responsible for the exam results of the Customer or other type of assessment of the Customer.

2.5.1. Money-back guarantee

If the subscription plan the Customer has signed up on offers a money-back guarantee in the case the Customer fails a course, the Customer can contact support@shattara.com to claim the money back. In order to be qualified for the money-back guarantee, the Customer must have received a final course assessment (i.e., grade or "Pass/Fail") on a course that does not qualify for an official passing grade at the university the Customer attends. To be qualified for the money-back guarantee, the Customer must have spent a meaningful amount of time on the Shattara platform. Shattara reserves the right to require proof of the assessment via the official grade print-out from the Customer's university.

3. Service level

Shattara will make reasonable efforts to ensure that the Platform is online and accessible 97% of the time month by month.

Shattara is committed to swiftly resolving the cause of any disruption and making reasonable efforts to promptly notify the Customer.

The following circumstances are excluded from the Uptime:

- A. Service work notified and agreed upon between the parties outside of normal working hours;
- B. Force Majeure conditions;
- C. The Customer's own circumstances that make it impossible or substantially complicate the provision of Services.

3.1. Downtime

Shattara is not liable for any unforeseen technical issues, causing the platform to malfunction. We advise the Customer to not rely solely on the accessibility of Shattara for exam critical material and content.

4. Data and ownership

When the Customer uploads content to Shattara, the content remains the property of the Customer, and Shattara does not claim ownership of the content. The Customer does not obtain ownership of the output material generated by the Shattara platform, and only has access to the output as long as they have an active Shattara subscription. Shattara does not claim copyright ownership of the output material. When the Customer uploads material to the platform, they acknowledge that they are the rightful owner of the material and that they hold all necessary rights, licenses, and permissions to use and share the content within the platform. Shattara does not share or make the uploaded material accessible to anyone else than the Customer himself.

We refer to our Privacy policy for all matters concerning how we store and handle data, which is compliant with the Saudi Arabian Personal Data Protection Law.

5. Other

This Agreement is the entire agreement between the Parties. It replaces all the agreements, promises, and things said or written by the Parties about the same topic.

6. Limited liability

Shattara shall not be liable for the Platform regardless of the form of any claim or action (whether in contract, negligence, strict liability, or otherwise) for:

- A. Loss or corruption of data or recovery of data
- B. Security breach resulting from a failure of a third party internet
- C. Any matter beyond Shattara's reasonable control
- D. Exam results or any other type of evaluation made of the Customer

7. Governing Law and Dispute Resolution

7.1. Before Dispute arises

Most disputes can be solved without legal action. If the Customer has a legal issue with Shattara, the Parties agree to try to work things out together.

Before any formal actions or legal proceedings, the Customer shall contact Shattara's support at support@shattara.com. The message shall provide a brief written description and include contact details.

Shattara does its best to resolve disputes through friendly discussions and sincere efforts. It is important that both Parties genuinely aim to find a solution before pursuing the legal route. This is for the benefit of both Parties.

7.2. Governing Law

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia, including Islamic Sharia law principles as applicable in the Kingdom.

7.3. Dispute resolution

If there's a dispute that cannot be resolved through negotiations between the Parties, it will be finally settled by the competent courts in the Kingdom of Saudi Arabia.