# **Privacy Policy**

#### Preamble:

Takallam Arabic (hereinafter referred to as "the Company," "we," "us", "our" or "Takallam") is founded on a principle of accessibility to quality Arabic language education, using the most up-to-date resources, providing a safe, fun, entertaining platform and learning services to young learners and their parents/caretakers alike ( the "Services"), the contents of which are operated either by application, website or official pages on all kinds of social media platform

We understand the concern as to how users' personal information is used and shared, and we take this privacy and safety very seriously.

In this context, we undertake not to include any pop-up ads or other advertisements directed at children and we fulfill COPPA (Children's Online Privacy Protection Act) regulations. We require parents to answer specific questions in order to access enrollment information to ensure that your child will never encounter anything related to payment or marketing. It is impossible to make any in-app subscription without parental authorization with the details of a valid Google or Apple account to confirm the registration and/or subscription.

You can be sure that it's a completely kid-safe zone.

Please make sure you read our Privacy Policy and Terms & Conditions carefully before applying for any subscription for our Services.

# The aforementioned preamble is considered as an integral part of this Privacy Policy.

This Privacy Policy describes the ways in which Takallam. collect, use, and disclose information about you and the children who use your account through takallamarabic.com, and any other associated websites, applications and online services that are linked to this policy

By downloading, accessing, using, and/or interacting with our Services, you agree and expressly consent to our collection, use, and disclosure of the information that you provide as described in this Privacy Policy. This Privacy Policy is incorporated by reference into the Takallam. Terms available here and are subject to the provisions of the Terms. Capitalized terms used but not defined in this Privacy Policy shall have the meaning ascribed to such terms in our Terms. If you have any concerns about providing information to us or the use of that information as described in this Privacy Policy you are kindly advised to halt using our Services.

THE CONTENTS OF THE SUBJECT PRIVACY POLICY CONSTITUE A BINDING AGREEMENT BETWEEN YOU AND TAKALLAM. BY APPLYING AND USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS PROVIDED IN THIS PRIVACY POLICY. THIS PRIVACY POLICY CONTAINS

IMPORTANT INFORMATION ABOUT COLLECTION OF PERSONAL INFORMATION about the CHILDREN UNDER THE AGE OF THIRTEEN.

This Privacy Policy explains how Takallam may collect, use, and disclose the information we obtain through our website, application or the Services provided pursuant to the Terms. As used in this Privacy Policy, "Personal Information" means information that alone or when in combination with other information may be used to readily identify, contact, or locate you, such as your name, address, email address, child's date of birth or phone number. We do not consider Personal Information to include information that has been aggregated and/or de-identified so that it does not allow a third party to easily identify a specific individual.

#### **Information We Collect**

We collect information, including Personal Information, when you:

- Apply and register with and log in to our website or application
- use our services; and
- communicate with us.

We also collect information, such as anonymous usage statistics, by using cookies, server logs, and other similar technology as you use the service.

**A. Payment Information.** Any purchases made through our website or app means we may collect certain information regarding your purchase (such as your name and address) as

- necessary to process your order (billing information). You will be required to provide certain payment and billing information directly to our payment processing partners, including your name, credit card information, billing address.
- **B. Using the Services.** We collect information that you submit to us through our website or through the app that can be downloaded on Google Play Store or the Apple Store. For example, when you post comments in our community pages, blogs, and make a purchase, we will collect the information you include in these submissions, including any Personal Information.
- **C. Messages.** We collect and process the information you provide, including any Personal Information, in the context of composing, sending, or receiving messages through our Company's messaging function and we may collect information about your use of our Services. This includes testimonials, which may contain Personal Information.
- **D. Customer Support.** We collect all information that you provide to us, including any Personal Information when you contact us for customer support purposes.
- **E. Location Data.** Once you register with the Takallam app we may collect and process information about your location. This location information is being collected based on your IP address and is restricted to the name of your city. Takallam is not using other technologies to determine your location (we do not use GPS, or other sensors). We do not collect location information about your exact whereabouts (i.e. name of the street or accurate address). When we have location

information, we may use it to optimize our Services for you and others, allowing us to customize our App and website both, understand and improve the services and develop new products, services, or features.

- **F.** Cookies, Automatic Data Collection, and Related Technologies. As you navigate through and interact with our website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:
  - Details and records of your visit/s to our website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the website.
  - Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically helps us to improve and enhance our website and to deliver a better and more personalized service, by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches. Recognize you when you return to our website.

The technologies we use for this automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small text file containing a string of alphanumeric characters placed on the hard drive of your computer. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the website.
- Flash Cookies. Certain features of our website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our website. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- Web Beacons. Pages of our website 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 and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Some contents or applications, including advertisements, on the website or social media platformer served by third parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies to collect information about you when you use our website. The information they collect may be associated with your Personal Information or they may collect information, including Personal Information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. For more information please contact us via our contact page on www.takallamarabic.com/contact.

You can set your browser to refuse all or some browser cookies or to alert you when cookies are being sent. However, if you refuse to accept browser cookies by activating the appropriate setting on your browser, you may be unable to access certain parts of our website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our website.

#### **How We Use Information**

We use information collected from you to:

Provide, administer, and facilitate your use of our Services, including to display customized content; process or fulfill your request(s) and/or order(s) for products, services, information or features; display consumer surveys, communicate with you concerning your account by:

Responding to your questions, queries or concerns;

Sending you administrative messages and information, those about changes to the Services, and updates to our Terms, and Privacy Policy;

Emailing you with information or providing in-app messages about your progression, new services, new features,

promotions, newsletters, which you can opt-out of at any time; sending push notifications to your wireless device to provide updates and other relevant messages. You can manage push notifications from the "options" or "settings" page for the mobile application;

Understand and improve the services and develop new products, services or features;

Enable user-to-user communication and interaction;

Manage your account preferences, establish your profile and registration information;

Facilitate the technical functioning of our Services, including without limitation to troubleshoot and resolve issues, secure the Services, and prevent fraud and abuse;

Respond to customer support questions and issues and resolve conflicts; create, review, analyze and share technical information; analyze trends and user traffic; track purchases and usage information; advertise our Services on third-party websites or mobile applications; market, process or fulfill promotions administered or sponsored by us; solicit feedback from users; as required or permitted by law; as we, in our sole discretion, otherwise determine to be necessary or required to ensure the safety and/or integrity of our users, employees, third parties, members of the public, and/or our Services; identify unique users across devices.

**Child User Information.** Information collected about Child Users may be used:

To measure a Child User's performance in activities and to adapt to their learning experience according to their learning needs and requirements.

To analyze, provide progress reports on, or provide an assessment of a Child User's performance.

Information collected about Child Users is never used to market to Child Users. Specifically, Personal Information collected about Child Users will never be used to serve targeted advertising, to build behavioral marketing profiles, or be shared with independent third parties for marketing purposes.

**Both Adult and Child User Information.** Information collected from both Adult and Child Users may be used:

- To allow us to assess and improve the Services, its educational content, and other services we provide, for example, to improve our content and user experience; to research, evaluate, and improve the Services' educational efficacy; and to improve our understanding of the Services' user base.
- To customize, analyze, adapt, and personalize users' viewing and content-consumption experience, for example by measuring a Child User's performance in activities and adapting the Child User's learning path to his or her learning needs, to maintain and analyze the functioning of the Services.
- As we deem necessary or appropriate: (a) under applicable law/s, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests

from public and government authorities, including public and government authorities outside your country of residence; (d) to detect violations of and enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates, including the security of the Services; (f) to protect our rights, privacy, safety, or property, or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies, take necessary measures or limit the damages that we may sustain.

#### Disclosure of Information to Third Parties

We might share your information which may include registration information, profile information, user information shared content and location information with the following third parties or under the following circumstances or as otherwise described in this Privacy Policy:

**Online Forums.** If you post information in any forum related to Takallam, that information shall be viewed by the admin who is authorized by Takallam to access the forum.

Third-Party Business Partners, Service Providers, Contractors, or Agents. We may share your information with third-party companies that perform services on our behalf, including for payment processing, order fulfillment, video conferencing, scheduling, data analysis, marketing services, telecommunication, email and hosting services, services that process, and administer consumer surveys, and customer services and support.

Analytics and Data Enrichment Services. We use third-party analytics to help understand your usage of our Services and to improve our Services. We may provide your contact information, registration information, technical information, usage data, or de-identified data to data enrichment services, which match such information with publicly available database information, including contact and social information from other sources, such as your email address, gender, company, job title, photos, website URLs, social network handles and physical addresses. We use this combined information to communicate with you in a more effective and customized manner.

As Required by Law and Similar Disclosure. We may access, preserve, and disclose your Personal Information or other account information if we believe doing so is required or appropriate to (a) comply with law enforcement requests and legal processes, such as a court order or subpoena; (b) respond to your requests; or (c) protect your, our or others' rights, property, or safety.

Merger, Sale, or Other Asset Transfers. If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy or liquidation where the business will not continue as a going concern, receivership, sale of the Company's assets, or transition of the Services to another provider, then your information may be transferred as part of such requirements and procedures in accordance with the legal regulations and/or contract terms. The use of your Personal Information following any of these events will be governed by the

provisions of this Privacy Policy in effect at the time the applicable Personal Information was collected.

**Consent.** We may also disclose your Personal Information after obtaining your permission.

## Security

We take necessary steps to ensure that your information is dealt with and treated securely and in accordance with this Privacy Policy. Please be aware, however, that no information protection system can be guaranteed to be 100% secure and efficient, so we are not in a position to guarantee the absolute security of your information. Moreover, we are not responsible for the security of information you transmit to the Services over networks that we do not control, including the Internet and wireless networks. If you have reason to believe that your interaction with us is not secure, please contact us immediately via our website <a href="TakallamArabic.com">TakallamArabic.com</a> so we take all necessary measures to ensure full protection and security are restored.

## Children's Privacy

The Children's Online Privacy Protection Act of 1998 and its rules (collectively, "COPPA") requires us to inform you in your capacity as parent/s and legal guardians (as used in this section, "parents") about our practices for collecting, using, and disclosing Personal Information about the children under the age of 13 ("children"). It also requires us to obtain verifiable consent from a child's parent or legal authorization for certain future collection, use, and disclosure practices, as applicable, of

- child's personal information and the subsequent use of that information before that information is collected about that child.
- This section notifies parents of:
- The types of information we may collect about the children.
- How we use the information we collect.
- Our practices for disclosing that information.

Our practices for notifying and obtaining parents' consent when we collect Personal Information about children, including how a parent may revoke consent without prejudice to and /or any liability on our side with regard to any previous information disclosure performed or taken place before revoking such consent. For the avoidance of any doubt, revoking any consent may result in cancelling or suspending the Services either temporary or permanently.

All operators that collect or maintain information about children through our website. This section only applies to children under the age of 13 and supplements our general privacy policy. while the other provisions of this Privacy Policy are applicable to adults.

Information We Collect about the Children. Children can access some parts of our website and its content and use some of its features without providing us with Personal Information. However, most contents and features of the Services are available only to Students of the registered accounts and require us to collect certain information, including Personal Information, about them. In addition, we use certain technologies, such as cookies, to automatically

collect information from our users when they visit, apply, register, subscribe or use the website.

We only collect as much information about a child as it is reasonably necessary for the child to participate in the educational activity in our Services, and we do not put his or her participation on any condition precedent for the disclosure of more or additional Personal Information than is reasonably necessary.

**Automatic Information Collection and Tracking.** We use technologies to automatically collect information from our users, , when they access and navigate through the website and use certain features. The information we collect through these technologies may include:

- One or more persistent identifiers that can be used to recognize a user over time and across different websites and online services
- Information that identifies a device's location (city and country).

We may combine non-personal information we collect through these technologies with Personal Information about you or your child.

For information about our automatic information collection practices, including how you can opt-out of certain information collection, see the Cookies, Automatic Data Collection, and Related Technologies section in this Privacy Policy.

**How We Use Your Child's Information.** We use the Personal Information we collect about your child to:

- Register with and log in to our website/application
- We use the information we collect automatically through technology and other non-personal information we collect to develop, enhance and improve our website and Services, and to deliver a better and more personalized experience by enabling us to:
  - Estimate our customer size and usage patterns.
  - Store information about the child's preferences and progress, allowing us to customize the content according to individual interests.
  - Speed up your searches.

**Our Practices for Disclosing Children's Information.** We do not share, sell, rent, or transfer children's Personal Information other than as described in this section:

- We may disclose aggregated information about many of our users, and information that does not identify any individual. Also, we may disclose children's Personal Information:
- To third-parties we use and/or engage to support the internal operations of our website or application or Services and who are bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential.
- To law enforcement authorities, bodies and agencies or for any investigation related to public safety.

- If we are required to do so by law or legal procedures, such as complying with any court order or subpoena or responding to any governmental or regulatory request.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers or others, including to:, protect the safety of a child; protect the safety and security of the website or Services; or enable us to take precautions against liability.

# Accessing and Correcting Your Child's Personal Information.

At any time, you may review the child's Personal Information maintained by us, require us to correct or delete the Personal Information, and/or refuse to permit us from further collecting or using the child's Personal Information.

# How to access, Change or Delete Account Information

An Adult User can review or change the information they provided when registering for the Services, by adding or removing Child Users to the Account, by updating information through the Parent Section of the Services by emailing Company support. Besides, at any time, Users may contact us to request that we provide for their review, amend, modify or delete from our records, any Personal Information they have shared about Child Users associated with their Account, or to

cease collecting Personal Information from those Child Users, as applicable. Please keep in mind that a request to delete Personal Information may lead to the cancellation of your Account and termination of the Services.

When we change, modify or delete any Personal Information at your request, we will make good faith efforts to make the changes in our then-active databases as soon as reasonably practicable. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules and requirements.

#### **Links to Other Services**

In certain sections of the Services, we may include links to external websites or applications (for example, Facebook and Instagram, Apple Store, or Google Play). However, to protect children from accessing these external websites and applications, an Adult User will be required to enter a valid password or answer a security question. These websites and applications are governed by their own privacy policies or information collection practices, which may be substantially different from ours. We encourage you to review the privacy policies and information collection practices of those linked websites and apps, as those parties' practices are not subject to this Policy nor bound by it.

#### **International Users**

We store information about users on servers primarily located in Europe and we may also store such information on servers and equipment in other countries. If you are accessing our Services from outside Europa, please know the data and personal information you submit may be transferred to and stored on servers in Europe or other countries. The data protection and other laws of Europe and/or other countries might not be as comprehensive as those in your country. By submitting your data and/or using our Services, you consent to the transfer, storing and processing of your collected data in and to the United Arab Emirates, where our Headquarters are located, and /or to other countries where we may choose to store and process such data.

# **Changes to Our Privacy Policy**

**Posting of Revised Privacy Policy.** Because we are always keen and looking for new and innovative ways to support your family's educational needs in connection with the use of our Services, this Privacy Policy and its contents and Terms may change from time to time. The effective date at the top indicates the last time this Privacy Policy was modified. If we modify the terms of this Privacy Policy we will post a notification on our Services. Your continued use of our Services after such changes are made shall constitute your acceptance of such changes and will be subject to the then-current Privacy Policy. If you cease to use our Services after such changes, your discontinued use shall not constitute acceptance of such changes and such changes shall not apply

to you. Any revised Privacy Policy will supersede all previous privacy policies.

**New Uses of Personal Information.** From time to time, we may desire to use Personal Information for uses not previously stated in our Privacy Policy. If our practices change regarding previously collected Personal Information in a way that would be materially less restrictive than stated in the version of this Privacy Policy in effect at the time we collected the information, then we will make reasonable efforts to provide notice and obtain consent to any such uses as may be required by law. However, if you continue to use our Services after you become aware of any changes then this will constitute and will be considered as an explicit consent and acceptance to such changes and shall be binding upon you.

#### **Contact Us**

Takallam Arabic, located in the UAE, is the operator of the Services. Questions regarding this Privacy Policy and issues related to you or a Child User's information for which you are responsible should be directed to us via our website or address below:

Leading Edge For Digital Education Service LLC.

Sharjah Media City - Sharjah - UAE

TakallamArabic.com

hello@takallamarabic.com

# **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 <a href="mailto:TakallamArabic.com">TakallamArabic.com</a>

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 <u>Privacy</u> <u>Policy</u>.

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 <a href="mailto:TakallamArabic.com">TakallamArabic.com</a>

This document was last updated on Oct 2021