

Terms of use

This Terms of Use Policy (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.aps.almaharatschools.com our mobile app (**our Platform**), whether as a guest or a registered user. Use of our Platform includes accessing, browsing, or registering to use our Platform.

Please read these terms of use carefully before you start to use our Platform, as these will apply to your use of our Platform, as well as the use of our Platform by any minor who you are a parent or guardian of, or who you allow use of our Platform (references herein to you will include any and all such party(ies) or person(s)). We recommend that you print a copy of this for future reference.

By using our Platform, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our Platform.

Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our Platform:

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Platform, you consent to such processing, and you warrant that all data provided by you is accurate.

Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Platform. When using our Platform, you must comply with this Acceptable Use Policy.

Our Cookie Policy, which sets out information about the cookies on our Platform.

Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

Changes to our Platform

We may update our Platform from time to time, and may change the content at any time. However, please note that any of the content on our Platform may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Platform, or any content on it, will be free from errors or omissions.

Accessing our Platform

Our Platform is made available free of charge.

We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. Access to our Platform is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Platform without notice. We will not be liable to you if for any reason our Platform is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Platform.

You are also responsible for ensuring that all persons, including minors, who access our Platform through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@almaharatschools.com

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Platform for your personal use and you may draw the attention of others within your organisation or household to content posted on our Platform.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.

You must not use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Platform in breach of these terms of use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No reliance on information

The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up-to-date.

Limitation of our liability

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Platform or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our Platform; or use of or reliance on any content displayed on our Platform.

Please note that in particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Platform or to your downloading of any content on it, or on any web Platform linked to it.

We assume no responsibility for the content of web Platforms linked on our Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Uploading content to our Platform

Whenever you make use of a feature that allows you to upload content to our Platform, or to make contact with other users of our Platform, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Platform.

We have the right to remove any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

The views expressed by other users on our Platform do not represent our views or values.

You are solely responsible for securing and backing up your content.

Viruses

We do not guarantee that our Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Platform. You should use your own virus protection software.

You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

Linking to our Platform

You may link to our home page on our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Platform in any website that is not owned by you.

Our Platform must not be framed on any other Platform, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on our Platform other than that set out above, please contact info@almaharatschools.com

Third party links and resources in our Platform

Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those Platforms or resources.

Applicable law

Please note that these terms of use, as well as all Policies referred to herein, their subject matter and formation (and any non-contractual disputes or claims), are governed by UAE law. You and we both agree to that the courts of the Dubai International Financial Centre will have exclusive jurisdiction over any disagreement, dispute or claim.

Contact us

To contact us, please email: info@almaharatschools.com

Thank you for visiting our Platform.

Acceptance Policy

This Acceptable Use Policy sets out the terms between you and us under which you may access our website www.aps.almaharatschools.com and mobile app platform (**our Platform**). This Acceptable Use Policy applies to all users of, and visitors to, our Platform (references herein to **you** will include any and all such party(ies) or person(s)).

Your use of our Platform means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement our Terms of Use Policy.

Prohibited uses

You may use our Platform only for lawful purposes. You may not use our Platform:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojans, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms of Use .

Not to access without authority, interfere with, damage or disrupt:

- any part of our Platform;
- any equipment or network on which our Platform is stored;
- any software used in the provision of our Platform; or
- any equipment or network or software owned or used by any third party.

Interactive services

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Platform, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is

not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content standards

These content standards apply to any and all material which you contribute to our Platform (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Platform. When a breach of this Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Platform.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Platform.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this Policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our Platform.