

PREAMBLE

Thank you for your interest in THE DIGITAL SCHOOL ("The Digital School," "TDS" "we," "us," or "our"), which operates the web site located at (<https://www.learn.tdschool.org>) (the "Website") - including but not limited to:

- Application programming interfaces ("APIs"),
- Mobile applications,
- Online services,
- Website and any Downloadable Content.
- Related applications and any other products and services that TDS may provide now or in the future (collectively, the "Services").

The following Terms of Use are a legal contract between you ("**you**" and "**your**") and THE DIGITAL SCHOOL regarding your use of the Services. Visitors and users of the Services are referred to individually as "**User**" and collectively as "**Users**".

PLEASE READ THE FOLLOWING TERMS OF USING TDS WEBSITE CAREFULLY. BY USING OR REGISTERING FOR, ACCESSING, BROWSING, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE DIGITAL SCHOOL AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE "**TERMS**").

THIS WEBSITE IS NOT AVAILABLE TO:

- (a) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE BY THE DIGITAL SCHOOL, OR
- (b) PERSONS UNDER THE AGE OF 13 WHO'S REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR A SCHOOL ON BEHALF OF LEGAL PARENT OR GUARDIAN,
- (c) FOR SCHOOL ACCOUNTS, BY SCHOOL PERSONNEL AS PERMITTED UNDER THESE TERMS.

BY AGREEING TO THIS BINDING TERMS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACCEPT DUBAI INTERNATIONAL ARBITRATION CENTER "DIAC" AS PLACE OF DISPUTE RESOLUTION.

TERMS AND CONDITIONS OF USE

1. Eligibility:

By using or registering an account to access or use our Website, you represent that at least one of the following apply:

- (i) you are at least 13 years of age,
- (ii) you are of legal age or having proper consent to open an account under the laws of your country of residence,
- (iii) your use of the Services has been approved by your parent or legal guardian, or by your school or teacher for school use,
- (iv) You also represent that you have not been previously suspended or removed from the Digital School Services, and
- (v) that your registration and your use of the Services is in compliance with any and all applicable laws of your country of residence.

2. Account/s:

In order to use certain features of the Services, DS shall provide you with a Username and Password. You are solely responsible for maintaining the confidentiality of your account

username and password, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to The Digital School, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), then you agree to immediately notify The Digital School support team. You will be liable for the losses incurred by The Digital School or others due to any unauthorized use of your Service account.

3. Child User:

If you are under the age of 13 (a "**Child User**"), you may not create or register an account for the Services without consent and approval from your legal parent or guardian, or from your school as provided in Section 4.a ("School Use"). You represent that your parent or legal guardian has reviewed and agreed to the Terms on your behalf. Except for accounts created for School Use as provided in Section 4.a. A Child User may use the Services so long as the education organization has obtained parent or guardian consent, or has complied with an exemption to parent consent requirements under applicable law. A Child User will only be permitted to use the Services for so long as The Digital School reasonably believes that such access has been consented to by the Child User's parent or guardian, or by School Consent (as discussed in Section 4.1, "School Use").

4. School Use:

The Digital School may make available certain features and tools that permit Users registered as teachers, school leaders, aides, or other similar school personnel ("**School Personnel**") to work with students and other Users through the Services in order to provide such students with tutorial, educational and other education-related services as part of the school's curriculum, and to review and evaluate educational achievement and progress of such students. If you are School Personnel accessing the Services on behalf of a school, school district, or other similar educational institution (an "**Institution**"), the following terms shall apply:

- (a) The Services and Website are provided to you for educational purposes as part of the school curriculum. You must use the Services and the Website in compliance with all applicable laws, rules, and regulations. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Services, the Website, or access to the Services or Website.
- (b) In case a parent or guardian cannot be contacted, or is prevented from access through illiteracy, then the school— at its sole responsibility - may provide such consent on his/her behalf. You and/or the Institution assume sole responsibility for obtaining any consents required from parents or guardians, and for providing appropriate disclosures to School Users and their parents regarding the School Users' use of the Services, our Terms, and our Privacy Policy. You agree to be bound by these Terms on behalf of the School User, for so long as the School User account is not transferred to or assumed by a valid Parent User account or personal account for a Student of eligible age.
- (c) You agree, individually and on behalf of the Institution, that:

(a) You are familiar with and agree to be responsible for compliance with the Educational regulations and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users in your Institution (collectively, "**Applicable Privacy Law**").

(b) You assume sole responsibility (and hereby agree that The Digital School is not responsible for) for providing appropriate notices and disclosures to students using The Digital School for classroom use ("Students" or "Student Users") and their parents regarding Student use of the Website, our Terms, and our Privacy Policy, including any notices required by the Children's Online Privacy regulations or other Applicable Privacy Law.

(c) You represent and warrant to The Digital School that prior to creation of accounts for School Use you have either: (i) obtained all necessary parent or guardian consents, or (ii) have complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements. (iii) you are acting as the agent of the parent and consenting on their behalf to the sharing of the Student's personal information.

(d) School Personnel or the Institution shall immediately notify The Digital School to discontinue that Student's access to the Services and ensure that such Student's information is no longer accessible through the Services. Under no circumstances will The Digital School be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain School Consent when required.

5. Agreements with Educational Bodies:

The Digital School may enter into written agreements with Ministry of Education or school districts within your Country with respect to use of the Services ("**Educational Bodies Agreements**"). Pursuant to these agreements, we may provide additional services to school districts, and/or may provide additional undertakings to school districts with respect to the Services. Except as otherwise provided in a Educational Bodies Agreement, these Terms remain in effect for all individual Users of the Services in the relevant Country/District.

6. International Use:

The Digital School operates the Services in the United Arab Emirates "**UAE**". If you choose to access our Services from locations outside the UAE, **you consent to the collection, transmission, use, storage and processing of content and data (including your personal information) in the UAE**. You also agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction in which you reside or access the Services, if and to the extent local laws are applicable to use of our Services. If you are under the age of 13, you confirm that you have received parental consent, if required in your jurisdiction, to open an account for Service and enter into these Terms. Unless we have entered into a separate, mutually executed written agreement with you that says otherwise, we do not represent that our Services are appropriate or available for use in jurisdictions outside the UAE. The right to access and use the Services is not granted in jurisdictions, if any, where it may be prohibited, or where your use would render The Digital School in violation of any applicable laws or regulations, including without limitation, applicable Privacy Laws.

7. Privacy Policy:

Your privacy is important to Digital School. Please read carefully the Digital School Privacy Policy, which is hereby incorporated into these Terms, for any information relating to Digital School's collection, use, and disclosure of your personal information. Among other things, our Privacy Policy explains how we treat your personal information and protect your privacy when you use our Services, and explains the procedures by which Users, Parent Users and School Personnel may view, update, correct, or delete their account and personal information.

8. Other guidelines:

When using the Services, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "**Guidelines**"). All such Guidelines are hereby incorporated by reference into the Terms in general.

9. Modification of the Terms:

Digital School reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes that made after you open your account. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Digital School will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Services, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after Digital School makes reasonable attempt to provide you such notice. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms, you must discontinue your use of the Services. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

10. School Accounts:

The following provisions apply to School Accounts in addition to the provisions set forth in Section 4 above. If a change with respect to how personal information contained in education records is used or shared has a material adverse impact on Student Users or an Institution, and the Institution does not agree to the change, the Institution must notify Digital School within thirty days of receiving the notice of change as described under the "Miscellaneous - Notices" below.

If Digital School is notified as required, then the School Accounts held by that Institution shall remain governed by the Terms in effect immediately prior to the change until the end of the then current term of the Institution's written service agreement with Digital School, or, in the absence of such an agreement, the end of the current school term. If the Services are renewed or continued after such time, it will be renewed or continued under Digital School's then-current Terms.

11. User Content License Grant

- i. User Content and Ownership:** Digital School may permit:
- (1) the posting and/or publishing by you and other Users of notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications (collectively, "**User Postings**"), and

(b) the posting, creation, or modification by you and other users of computer code (including source code and object code) ("**User Code**") (User Postings and User Code, collectively, "**User Content**").

You understand that whether or not such User Content is published, Digital School does not guarantee any confidentiality with respect to any submissions. Consistent with Applicable Law, as between Digital School and you, you retain all ownership rights you have in any User Content you post or publish to the Services, and Digital School does not claim any ownership rights in or to such User Content. You acknowledge that you are solely responsible for your User Content and the consequences of posting, creating, or publishing such User Content.

- ii. License Grant to Digital School:** By posting, submitting or distributing User Content on or through the Services, you hereby grant to Digital School a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to (a) host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed, to the extent consistent with applicable law and Digital School's Privacy Policy). Such license is perpetual and irrevocable, except to the extent required to comply with Applicable Privacy Law relating to ownership and control of your personal information, including education records.

With respect to School Accounts, consistent with Applicable Privacy Law, as between Digital School and you, you (or your school, as applicable) retain all ownership rights you have in any User Content to the extent such content is an education record.

iii. License Grant to Users;

- (a) **User Postings:** By posting, submitting or distributing User Postings through the Services, you hereby grant to each User of the Services a non-exclusive license to access and use your User Postings in any manner permitted or made available by Digital School on or through the Services.
- (b) **User Code:** By posting, submitting or distributing User Code through the Services, you hereby grant to each User of the Services a non-exclusive license to access, use, reproduce, and distribute your User Code as fully permitted under, and in accordance with the terms of, the MIT license (currently available at: the open source license webpage) (the "**MIT License**").
- (c) **Downloadable Content.** The Services may permit you to download mobile applications or certain digital educational content ("**Downloadable Content**"). Subject to your complete and ongoing compliance with all the terms and conditions set forth herein, Digital School grants you, a limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to download, install, view and use the Downloadable Content, in object code form, on devices owned or controlled by you, solely for your personal, non-commercial purposes. You agree not to (i) modify or create derivative works of the Downloadable Content (ii) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, technical limitations or security features in or protecting the Downloadable Content, and (iii) remove any copyright and other proprietary notices on the Downloadable Content and all copies thereof.

- iv. Access to Your User Content:** Digital School may permit Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Services users) to view. You acknowledge and agree that, although Digital School may provide certain features intended to allow you to restrict some User Content you create from others, Digital School does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, Digital School will use

reasonable efforts to notify you pursuant to Section 25.1 below. DIGITALSCHOOL HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.

- v. **User Content Disclaimer:** You understand that when using the Services you will be exposed to User Content from a variety of sources, and that Digital School is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Digital School with respect thereto. Digital School does not endorse any User Content or any opinion, recommendation or advice expressed therein, and Digital School expressly disclaims any and all liability in connection with User Content.

12. IP & Copyright:

Digital School will promptly terminate without notice your access to the Services if you are determined by Digital School to be a "repeat infringer." A repeat infringer is a User who has been notified by Digital School of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Services more than twice.

13. Proprietary Materials & Licenses:

- i. **Proprietary Materials:** The Services are owned and operated by Digital School. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Services (the "**Services Materials**") are protected by UAE copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Services are owned by or licensed to Digital School, and Digital School reserves all rights therein and thereto not expressly granted by these Terms.
- ii. **Licensed Educational Content:** Digital School may make available on the Services certain educational videos, exercises, and related supplementary materials that are owned by Digital School or its third-party licensors (the "**Licensed Educational Content**"). Digital School grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Services by Digital School solely for your personal, non-commercial purposes. Unless expressly indicated on the Services that a particular item of Licensed Educational Content is made available to Users under alternate license terms, you may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.
- iii. **Alternate Licenses:** In certain cases, Digital School or its licensors may make available Licensed Educational Content under alternate license terms (each, an "**Alternate License**"). Where expressly indicated as such on the Services, and subject to the terms and conditions of these Terms, the applicable Licensed Educational Content is licensed to you under the terms of the Alternate License. By using, downloading, or otherwise accessing such Licensed Educational Content, you agree to comply fully with all the terms and conditions of such Alternate License.
- iv. **Non-Commercial Use:** The Licensed Educational Content and Licensed Educational Code are intended for personal, non-commercial use only. Without limiting the foregoing, and

notwithstanding the terms of any Alternate License for such Licensed Educational Content, the Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by Digital School.

- v. **Crediting Digital School:** If you distribute, publicly perform or display, transmit, publish, or otherwise make available any Licensed Educational Content or any derivative works thereof, you must also provide the following notice prominently along with such Licensed Educational Content or derivative work thereof: "**All Digital School content is available for free at www.learn.tdschool.org**".

14. Prohibited Conduct:

YOU AGREE NOT TO:

- i. Use the Services for any commercial use or purpose unless expressly permitted by The Digital School in writing, it being understood that the Services and related services are intended for personal, non-commercial use only;
- ii. Except as expressly permitted under provisions of these Terms, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Services Materials;
- iii. Post, upload, or distribute any defamatory, libellous, or inaccurate User Content or other content;
- iv. Post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- v. Use the Services in any manner that is harmful to minors, or in any manner that violates Digital School's Terms & Conditions.
- vi. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Services accounts of others without permission, or perform any other fraudulent activity.
- vii. Delete the copyright or other proprietary rights notices on the Services or on any Licensed Educational Content, Licensed Educational Code, or User Content;
- viii. Assert, or authorize, assist, or encourage any third party to assert, against Digital School or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed Educational Code, or User Content you have used, submitted, or otherwise made available on or through the Services;
- ix. Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Services (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);
- x. Use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- xi. Defame, harass, abuse, threaten or defraud Users of the Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- xii. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, Licensed Educational Content, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services, Licensed Educational Content, Licensed Educational Code, or User Content;

- xiii. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- xiv. Modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent expressly permitted by Digital School herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or
- xv. Intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

15. Third-Party Sites, Products and Services; Links:

The Services may include links or references to other web sites or services solely as a convenience to Users ("**Reference Sites**"). The Digital School does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK.

16. Term and Termination:

- i. **Term:** These Terms shall remain in full force and effect while you use the Services unless your account is terminated as provided in these Terms, in which case you no longer have the right to use the Services.
- ii. **Termination by Digital School:** Digital School, at its sole discretion, for any or no reason, and without penalty, may suspend or terminate any account (or any part thereof) you may have with Digital School or your use of the Services and remove and discard all or any part of your account, User profile, and User Content, at any time. Digital School may also at its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services or any account you may have, or portion thereof, may be affected without prior notice, and you agree that Digital School will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Digital School may have at law or in equity. As explained herein, Digital School does not permit copyright, trademarks, or other intellectual property infringing activities on the Services, and will terminate access to the Services, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.
- iii. **Termination by You:** Your only remedy with respect to any dissatisfaction with (i) the Services, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of Digital School in operating the Services, or (v) any content or information transmitted through the Services, is to terminate the Terms and your account. You may terminate these Terms at any time (prospectively only) by deleting your login account with the Services and discontinuing use of any and all parts of the Services.
- iv. **Termination of School Personnel, Child and Student Accounts:** Certain Users (e.g., Parent Users and School Personnel) may terminate these Terms with respect their account or to a Child or Student User account that was created by them or at their direction, as provided in this Section.
- v. **Termination by School Personnel:** School Personnel may terminate use of the Services individually and/or with respect to School Accounts created by such School Personnel at

any time by contacting us at www.thedigitalschool.org, provided, however, that an Institution may require satisfaction of certain requirements before School Personnel can terminate accounts created for school use.

- vi. Responsibility for Pre-Termination activity:** Termination of the Terms as to any User account will not limit Digital School's rights and remedies regarding any breach of these Terms occurring prior to such termination.

17. Representations and Warranties:

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that:

- (a) Infringes, violates or misappropriates other's intellectual property rights, rights of publicity or privacy, or other rights;
- (b) Violates any international, federal, state or local law, statute, ordinance or regulation or which would render Digital School in violation of any applicable laws or regulations and Laws (collectively, "**Applicable Law**");
- (c) Is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, or otherwise objectionable; or
- (d) Jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses.
- (e) You possess all rights necessary to provide your User Content and grant The Digital School the rights in these Terms;
- (f) You will comply with Applicable Laws in connection with your use of the Service; and
- (g) If you are School Personnel, you understand that you are solely responsible for providing notices and obtaining consents required by Applicable Laws for students to use the Services or to provide User Content, including compliance with the applicable provisions of Laws when using School Consent.

18. Indemnification:

You agree, to the extent permissible under your state's laws, to indemnify, defend, and hold harmless The Digital School, and its parent, successors, affiliated companies, contractors, officers, directors, employees, agents and its third-party suppliers, licensors, and partners ("**Digital School Parties**") from and against all:

- (a) Losses, damages, liabilities, demands, judgments, settlements, costs and expenses of any kind (including legal fees and expenses),
- (b) Any claim or demand made by any third-party relating to or arising out of:
 - i. your access to, use or misuse of the Services;
 - ii. your breach or alleged breach of these Terms, or any violation of the Terms;
 - iii. any breach of the representations, warranties, and covenants made herein, whether by you or by any Child User or School User whose account you have approved as a Parent User or School Personnel;
 - iv. your failure to comply with Applicable Laws (including any failure to obtain or provide any necessary consent or notice);
 - v. the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or
 - vi. your breach or alleged breach of any interaction, agreement, or policy between you and any other Users.

Digital School reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Digital School, and you agree to cooperate with Digital School's defense of these claims. You agree not to settle any such matter without the prior written consent of Digital School. Digital School will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

19. Disclaimers; No Warranties:

- i. **No Warranties:** THE WEBSITE, AND ALL DATA, INFORMATION, SOFTWARE, WEBSITE MATERIALS, CONTENT (WHETHER OWNED OR LICENSED), USER CONTENT, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE (THE "**DIGITAL SCHOOL OFFERINGS**"), ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE DIGITAL SCHOOL PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AVAILABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH DIGITAL SCHOOL WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- ii. **Content:** DIGITAL SCHOOL, AND THE DIGITAL SCHOOL PARTIES, DO NOT WARRANT THAT THE WEBSITE OR ANY DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. DIGITAL SCHOOL AND THE DIGITAL SCHOOL PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT THE DIGITAL SCHOOL OFFERINGS WILL:
 - (a) MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, OR
 - (b) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED,
 - (c) THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR
 - (d) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES MAY BE NEW OR EXPERIMENTAL AND MAY NOT HAVE BEEN TESTED IN ANY MANNER.
- iii. **Harm to Your Computer:** YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, WEBSITE MATERIALS, SOFTWARE, OR DATA THROUGH THE WEBSITE (INCLUDING THROUGH ANY API'S) IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

20. Limitation of Liability and Damages:

- i. **Limitation of Liability:** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL DIGITAL SCHOOL OR THE DIGITAL SCHOOL PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) EVEN IF DIGITAL SCHOOL OR A DIGITAL SCHOOL PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING TO:
 - (a) THE TERMS;

- (b) YOUR USE OF (OR INABILITY TO USE) THE WEBSITE OR THE DIGITAL SCHOOL OFFERINGS, OR
- (c) ANY OTHER INTERACTIONS WITH DIGITAL SCHOOL OR ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE DIGITAL SCHOOL OFFERINGS, INCLUDING OTHER USERS.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, DIGITAL SCHOOL'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

- ii. **Limitation of Damages:** IN NO EVENT WILL DIGITAL SCHOOL'S OR THE DIGITAL SCHOOL PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE WEBSITE OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU TO DIGITAL SCHOOL - IF ANY - FOR ACCESSING THE WEBSITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

21. User Interactions and Release:

- (a) **User Disputes:** The Digital School is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.
- (b) **Release:** If you have a dispute with one or more Users, you release us (and the Digital School Parties) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a UAE resident, you waive your rights under UAE Laws to the fullest extent permissible under applicable law.

22. Miscellaneous (Including Dispute Resolution and Arbitration):

- i. **Notice:** Digital School may provide you with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Services, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless Digital School is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Services. In such case, notice will be deemed given three days after the date of mailing. Any notices directed to Digital School shall be sent by Registered Mail or by courier to Digital School at P.O. Box 211100 Dubai, UAE and via e-mail to enquiries@thedigitalschool.org.
- ii. **Waiver:** The failure of Digital School to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by Digital School.
- iii. **Governing Law:** Terms of Use governed by and construed in accordance with the laws of the UAE.
- iv. **Dispute Resolution and Arbitration:** PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS. BY AGREEING TO BINDING ARBITRATION, YOU WAIVE YOUR

RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE.

- (a) In order to expedite and control the cost of disputes, Digital School and you agree that any legal or equitable claim, dispute, action or proceeding arising from or related to your use of the Services or these Terms ("**Dispute**") will be resolved as follows to the fullest extent permitted by law:
 - (b) In the event of a Dispute, you or Digital School must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). You must send any Notice of Dispute by Registered Mail to Digital School at P.O. Box 211100- Dubai, UAE and also via e-mail to enquiries@thedigitalschool.org. Digital School will send any Notice of Dispute to you by registered Mail to your address if Digital School has it, or otherwise to your e-mail address. You and Digital School will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Digital School may commence arbitration.
 - (c) Any Dispute which has not been resolved by negotiation as provided herein within sixty (60) days or such time period as you and Digital School may otherwise agree, shall be finally resolved by binding arbitration as described in this Section. You are giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The place of arbitration shall be Dubai International Arbitration Centre "DIAC", Dubai - UAE. Any court with jurisdiction over the parties may enforce the arbitrator's award.
 - (d) Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor Digital School will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
 - (e) Any arbitration will be conducted by DIAC under the Comprehensive Arbitration Rules and Procedures ("**DIAC Rules**") in effect at the time the Dispute is filed. You may request a telephonic or in-person hearing by following the DIAC Rules. To the extent the forum provided by DIAC is unavailable, Digital School and you agree to select a mutually agreeable alternative dispute resolution service and that such alternative dispute resolution service shall apply DIAC Rules. The arbitrator may award declaratory or injunctive relief to you only individually, to the extent required to satisfy your individual claim.
 - (f) Whoever files the arbitration will pay the initial filing fee. If Digital School files, then Digital School will pay, if you file, then you will pay unless you get a fee waiver under the applicable arbitration rules.
 - (g) To the extent permitted by law, any Dispute under these Terms must be filed within one (1) year in an arbitration proceeding. The one-year period begins when the events giving rise to the Dispute first occur. If a Dispute is not filed within one year, it is permanently barred.
- v. **Severability:** If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

- vi. Assignment:** The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you without Digital School's prior written consent, but may be assigned by Digital School without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.
- vii. Survival:** Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 2, 4 through 10, 11, 12,14, 15, and 21 through 25.
- viii. Headings:** The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.
- ix. Entire Agreement:** The Terms, the Privacy Policy and Guidelines constitute the entire agreement between you and Digital School relating to the subject matter herein and subject to be modified at Digital School by a change to the Terms, Privacy Policy or Guidelines made by Digital School as set forth in Section 12 above.
- x. Disclosures:** The Services **are hosted in Cloud services**, and the services provided hereunder are offered by Digital School: PO Box 211100, Dubai – UAE.