

## Terms and Conditions

These Terms and Conditions are in addition to any disclaimers you may see on the website.

Please read these Terms and Conditions carefully and print out a copy for your personal records.

For purchases via our website, by clicking on the “Accept” button you agree to the terms of this agreement which will bind you. If you do not agree to these Terms and Conditions, you must cease to continue to purchase any services from us. Unless explicitly stated otherwise, these Terms and Conditions will govern the use of any new features that augment or enhance the current Services, including the release of new IntellectUS resources and services.

### 1 Services

- 1.1 A description of the services (including access to the learning management system, Intellectus and other services as agreed from time to time and purchased by you through the website) that we offer, together with the dates on which the services will begin are available on our website. We will provide all our services with reasonable care and skill in accordance with the description set out on the website
- 1.2 We expect you to confirm that the services rendered by us will meet your institutional needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification from our services rendered to you .
- 1.3 Your access to Intellectus can sometimes be restricted to allow for repairs, maintenance or the introduction of new facilities and services. We will attempt to restore Intellectus as soon as reasonably possible.
- 1.4 You agree to use the all of the services provided by IntellectUS only for lawful purposes. You may not use any service, or a part of it, for commercial purposes.
- 1.5 You must only use all services in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the services provided by Intellectus. Prohibited behavior includes harassing or causing distress or inconvenience to any fellow student and teacher.
- 1.6 It is solely your responsibility to ensure your system’s stability and continuity, as well as the full functioning of the gadgets being used to access Intellectus.
- 1.7 If Intellectus has reason to believe that there is likely to be a breach of security or misuse of the system, we may require you to change your password or we may suspend your account.
- 1.8 Intellectus reserves the right to close accounts if any user is seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple accounts or disrupts any of our services in any way.

## **2 Suspension or Cancellation of Contract**

- 2.1 We may suspend or cancel your contract immediately at our reasonable discretion, or if you breach any of your obligations under these Terms and Conditions.
- 2.2 You can cancel your contract (unless there are special rates offered for a long-term provision of services) any time by giving us 30 days advance notice informing us in writing at [contracts@intellectuss.com](mailto:contracts@intellectuss.com).

## **3 User Conduct**

- 3.1 Your organization shall not use the website or learning management system to:
  - a) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - b) advertise, solicit business, or email any commercial solicitation or advertising to other users;
  - c) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity;
  - d) upload, post, email, transmit or otherwise make available any user content that you do not have a right to make available;
  - e) upload, post, email, transmit or otherwise make available any user content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any third party;
  - f) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
  - g) upload, post, email, transmit or otherwise make available any material that contains software viruses or other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware of telecommunications equipment; and/or;
  - h) collect or store personal data about other users in connection with the prohibited conduct and activities set forth above.

## **4 Intellectual Property**

- 4.1 All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Intellectus website and learning management system (Intellectus) and all content (including all applications and materials) located on or available through the website and learning management system shall remain vested in Intellectus.
- 4.2 You are not authorized to:
  - a) copy, modify, reproduce, re-publish, disassemble, decompile, reverse engineer, download, sub-license, sell, upload, broadcast, post, transmit, distribute, make available to the public or otherwise use Intellectus content

in any way except for your own personal, non-commercial use without prior written permission from Intellectus;

- b) record on video or audio tape, relay by videophone or other means any content made available through Intellectus;
- c) adapt, alter or create a derivative work from any Intellectus content except for your own personal, non-commercial use

4.3 Breach by you of clause 6.2 shall allow us to immediately terminate these Terms and Conditions with you and cease to provide you with any of our services, including but not limited to access to the online system

4.4 The names, images and logos identifying Intellectus or third parties and their products and services are subject to copyright, design rights and trademarks of Intellectus and/or third parties. Nothing contained in these Terms and Conditions shall be construed as conferring any license or right to use any trademark, design right or copyright of Intellectus or any other third party.

## **5 Data Protection**

5.1 The nature of the Services provided by us means that we will obtain, use and disclose (together “Use”) certain information about you (“Data”). This statement sets out the principles governing our Use of Data. By purchasing our services, you agree to this Use.

5.2 We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles. We will not pass any personal data onto anyone outside of Intellectus.

5.3 To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the website you visit.

We use information such as your User ID and session identifiers to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the website. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

5.4 Intellectus endeavors to take all reasonable steps to protect your personal Data including the use of encryption technology but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting online over the internet and will not hold us responsible for any breach of security.

## **6 Amendments**

- 6.1 Intellectus reserves the right to make change to these Terms and Conditions from time to time, and so you should check these Terms and Conditions regularly. Your continued use of our services will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using the services.
- 6.2 If there is any conflict between these Terms and Conditions and specific local terms appearing elsewhere on the website, then the latter shall prevail.

## **7 Liability**

- 7.1 All content provided by Intellectus, including the information, names, images, pictures, logos and icons regarding or relating to Intellectus, its products and services (or to third party products and services), is provided “as is” and on an “as available” basis. To the extent permitted by law, Intellectus excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Intellectus does not guarantee the timeliness, completeness or performance of any aspect of the service or any of its content. While we try to ensure that all content provided by Intellectus is correct at the time of publication, no responsibility is accepted by or on behalf of Intellectus for any errors, omissions or inaccurate content on the website or on Intellectus.
- 7.2 Nothing in these terms and conditions limits or excludes Intellectus’ liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, neither Intellectus nor any of its officers or employees shall be liable for any of the following losses or damages (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity or anticipated savings; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of any of the services provided by Intellectus, regardless of the form of action.
- 7.3 Intellectus does not warrant that functions available on or through our website and/or Intellectus will be uninterrupted or error free, that defects will be corrected, or that the the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

## **8 Indemnification**

You are responsible for any content uploaded/posted by you on the website, or your actions in using the service. You will defend, indemnify and hold harmless Intellectus and its affiliates, directors, officers, employees, proprietors, independent contractors, consultants, partners, shareholders, representatives, customers, agents, predecessors, successors, and permitted assigns from and against any claim, suit, demand, loss,



damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of, or relate to:

- a) acts or omissions by you arising out of, or in connection with these Terms and Conditions;
- b) intentional or negligent violations by you of any applicable laws or governmental regulation;
- c) contractual relations between you and other user/a third party; or
- d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright.

This indemnification obligation will survive these Terms and Conditions, and your use of the Intellectus website and/or Intellectus.

## **11 Confidentiality**

11.1 During the course of engagement with Intellectus, you may directly or indirectly obtain certain confidential information of Intellectus, including without limitation technical, contractual, product, program, pricing, marketing and other valuable information that are considered as confidential ("Confidential Information"). You must hold the Confidential Information in strict confidence. All right, title and interest in the Confidential Information remains with Intellectus.

11.2 This obligation shall not apply to information which is:

- a) in the public domain;
- b) already known to you and you can show that you were in possession of such information prior to receipt of such information from Intellectus;
- c) developed independently by you without the benefit of any confidential information of Intellectus;
- d) received from a third party without similar restriction and without breach of this Agreement or a similar agreement;
- e) required to be disclosed by an order of a court or regulatory authority of competent jurisdiction; or
- f) required to be disclosed by Intellectus to its Client or its authorized agents or representatives in strict confidence.

## **12 Force Majeure**

12.1 Intellectus shall not be liable to you for any breach of its obligations or termination under these Terms and Conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the teacher's family, illness of the teacher, Government edict or regulation.

### **13 Termination**

- 13.1 We reserve the right to suspend or terminate your right to use our Services if the information that you provided initially to register for our Services or subsequently modified, contains false or misleading information, or conceals or omits any information we would likely consider material; if we suspect that you are involved in any fraudulent transaction.
- 13.2 Any attempt to undermine or cause harm to Intellectus' server or its customers is strictly prohibited and will be subject to automatic account termination. This includes spamming, transmission of malware, viruses, Trojan horses, or by linking to sites and files that contain or distribute them.
- 13.3 Intellectus may terminate your access to our site/service at any time without prior notice, if you are in breach of the terms of these Terms and Conditions.

### **14 Applicable Law and Jurisdiction**

- 14.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of UAE without regard to its choice of law provisions. We will try to solve any disagreements quickly and efficiently. In the event of any conflict between foreign laws, rules and regulations and those of Laws of UAE, the laws, rules and regulations of UAE shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. You agree to the personal jurisdiction of the courts located in Dubai, UAE for resolution of any dispute.

### **15 Miscellaneous**

- 15.1 You may not transfer any of your rights under these Terms and Conditions to any other person/Institution. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- 15.2 Intellectus shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
- 15.3 This Agreement sets forth the entire agreement between you and Intellectus in respect of the website and its contents and services; and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof. In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms. Intellectus' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement shall inure to the benefit of and be binding upon each of us and our respective successors and permitted assigns.

## 16. Contact Us

Any questions or concerns about these Terms and Conditions should be brought to our attention by e-mail to [support@intellectus.com](mailto:support@intellectus.com) and providing us with information relating to your concern.

