## **ALDEEN FOUNDATION**

# **TERMS OF SERVICE**

Last Updated: March 24, 2017

#### Introduction

Welcome to the Aldeen Foundation's website! The Aldeen Foundation ("Aldeen") is a non-profit organization with a commitment to excellence in education and to supporting teaching Arabic as a foreign language. Since its founding in 1991, Aldeen Foundation has offered programs committed to teacher professional development and fostering a love of Arabic reading. In an effort to assist teachers who are seeking improvement and growth in their profession and increasing their capacity, Aldeen expanded its services in 2010 by offering Arabic online education sessions to facilitate the growth of Arabic teachers in the field of teaching Arabic as a foreign language (hereinafter "Online Teacher Training"). Most recently, Aldeen developed the Arabic Reader Program ("ARP"), a unique and proprietary computer software platform used to enhance reading skills through interactive reading comprehension quizzes online and self-checking reading levels.

"COMPANY" or "FOUNDATION" refers to Aldeen Foundation, and its affiliates, which shall mean its subsidiaries, parent companies, joint ventures and other corporate entities under common ownership, its websites, training programs, and its software, including without limitation the ARP program. Aldeen may also be referred to in this policy as "we," "our" or "us".

We provide these Terms of Service (hereinafter "Terms of Service" or "Terms") to inform You, the User, about the procedures and policies that govern you, your personnel, and your students' access to and use of our services, ARP software, Online Teacher Training program, and other software, programs, courses and websites (hereinafter collectively referred to as "Services"), and any information, photos, text, graphics, or other materials appearing on the Services (hereinafter collectively referred to as "User Content" or "Content"). Your access to and use of our Services is expressly conditioned on your acceptance of and full compliance of these Terms. By accessing or using the Services you agree to be bound these Terms, regardless of the country that you reside in or from where you create information. For the avoidance of doubt, as used herein, "You" and "User" shall include you, and in the case of a school, the school's employees, students, and parents accessing the Services.

You, the User, are solely responsible for your use of the Services, for any User Content you post to the Services, and for any consequences that may ensue thereafter. You should only provide User Content that you are comfortable sharing with others under these Terms. In other words, other Users may search for, see, use, or share any of your User Content that you make available through the Services, consistent with the terms of these Terms and our Privacy Policy (collectively, "our Policy"). Our Policy applies to all users and others who access the Services ("Users").

Your use of the Services is expressly conditioned on whether you can form a binding contract with Aldeen and that you are not a person barred from receiving services under the laws of the United States of America or any other applicable jurisdiction for any reason whatsoever. Your acceptance of these Terms requires that you may use the Services only in strict compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you have any questions regarding these Terms or our Services, please contact us at arpinfo@aldeenfoundation.org or using the "Contact Us" tab on our website.

Arbitration Notice: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND ALDEEN WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## Changes to these Terms; Suspension of the Services

We reserve the right, in our sole discretion, to modify, alter, or otherwise change these Terms at any time without prior notice to you. The most current version of these Terms will always be at www.aldeenfoundation.org. The most current version of the Terms will govern our relationship. If we make a change to these Terms that, in our sole discretion, is material, we will notify you via an e-mail to the email associated with your account or in any other reasonable manner that we deem fit. By continuing to access or use the Services after those changes become effective, whether or not you are notified of immaterial changes, you agree to be bound by the revised Terms. We may also suspend the Services, temporarily or permanently, with or without prior notice to you. We also retain the right to create limits on use and storage at our sole discretion, at any time, with or without prior notice to you.

## Privacy and the Protection of Your Personal Information

Any information that you provide to us is subject to our Privacy Policy, incorporated herein by reference, which governs our collection and use of your information. By using the Services, you agree to be bound to the terms of the Privacy Policy (included in full, below).

#### **Passwords**

You are solely responsible for safeguarding the password that you use to register to use and access the Services and for any activities or actions that occur under your password-protected account. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your sole responsibility. You agree to notify us immediately of any discovered unauthorized use of your account. We recommend you use passwords that contain a combination of numbers, symbols, upper and lower case letters. We cannot and will not be liable for any loss or damage arising from your failure to comply with the foregoing requirements. If you forgot your password, click on the link in the

sign-in screen to reset your password. If at any time, you would like to change your password, you may do so in the settings once you log in to the website.

#### **Fees**

Access to, and use of, the ARP software is currently available on a membership fee basis as determined by Aldeen Foundation. Access to, and participation in our Online Teacher Training programs are currently available upon acceptance of your application by Aldeen, and payment of a course fee as determined by Aldeen Foundation. We reserve the right to continue to charge a fee for access to or use of the Services in the future. Your current use of the Services, whether or not you are charged a fee for such use, shall not entitle you to use the Services without charge in the future.

## Aldeen Foundation's Rights; User's Rights

All right, title, and interest and to the Services are and are and will remain the exclusive property of Aldeen. The Services are protected by copyright, trademark and other laws of both the United States and foreign countries. Nothing in these Terms will be construed as giving you a right to use the Aldeen website, name or any of the Aldeen owned trademarks, logos, domain names, and other distinctive brand features, including, but not limited to, all the intellectual property relating to the Aldeen website, the Aldeen stylized logos, the trademarks and copyrights associated with the Aldeen website. Aldeen is the owner of U.S. Trademark Applications Serial/Registration No. 87139185, filed in the US Patent and Trademark Office.

Notwithstanding any obligations or covenants contained in the Terms, any feedback or comments that you may provide to us regarding our Services is entirely voluntary and we retain the right to use such feedback or comments as we see fit, at our sole discretion, without any obligation to you. We retain the right to modify or adapt your User Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

By submitting, posting or displaying Content on or through the Services, or by providing Aldeen with any information through the website, including by taking tests, quizzes or other programs offered by Aldeen offered on the Aldeen website, you grant us a worldwide, non-exclusive, royalty-free license, including the right to sublicense, use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content and information in any and all media or distribution methods, whether now known or later developed. Notwithstanding the foregoing, we shall not sell any personally identifiable, non-aggregate information or any photos posted by Users.

You are responsible for your use of the Services, for any User Content you (or your employees) provide, and for any consequences thereof, including the use of your User Content by other Users. You alone represent and warrant the accuracy of the User Content that you provide. We will in no way be liable for any consequences that result from the inaccuracy or any other defect of the User Content that you provide.

By virtue of these terms, we give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms.

We reserve the right to limit the availability of the Services or any portion of the Services, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

COMMUNICATIONS MAINTAINED BY THE SERVICES: WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ALDEEN OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## Content displayed or used in the Services

Any and all User Content, whether publicly or privately posted, is the sole responsibility of the person who originated such User Content. We cannot and will not take responsibility for any User Content posted, displayed, or used via the Services. Users can create any type of record as User Content. Any use or reliance on any User Content posted via the Services or obtained by you through the Services is at your own risk.

We cannot and will not endorse, support, represent, nor guarantee the legality, completeness, truthfulness, accuracy, or reliability of any Content or material posted via the Services. You understand and acknowledge that by using the Services, you may be exposed to User Content that might be inaccurate, deceptive, libelous, slanderous, or otherwise inappropriate. Under no circumstances will Aldeen be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, transmitted, or otherwise made available via the Services.

## **Reporting Abuse**

Users can report inappropriate content that does not follow our Terms of Service by contacting us at arpinfo@aldeenfoundation.org. Aldeen will make commercially reasonable efforts to review all reports it receives. We only remove users, or content that are not following our Terms in our sole discretion. It's important to remember that Alden does not mediate disputes between Users of our Services. We reserve the right to remove or deactivate User accounts alleged to be engaging in any of the prohibited actions listed above, without prior notice and at our sole discretion. In appropriate circumstances, Aldeen reserves the right to terminate a user's account if the user is determined to be a repeat infringer.

## **Copyright Policy**

Aldeen respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged infringement of rights of privacy or publicity that comply with applicable law and are properly provided to us. If you believe that your rights of privacy or publicity has been broached in any way, whether that involves another user impersonating you or using your name, please email us at arpinfo@aldeenfoundation.org and provide us with the following information: (i) proof of identification in the form of a federally accepted form of identification; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the user; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the rightful owner of the right to privacy and publicity, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the rightful owner. As mentioned above, we reserve the right to remove or deactivate user accounts alleged to be infringing, without prior notice and at our sole discretion. In appropriate circumstances, Aldeen will also terminate a user's account if the user is determined to be a repeat infringer. Our designated agent for notice of alleged infringement appearing on the Services is:

Aldeen Foundation 651 N. Orange Grove, Suite A Pasadena, CA 91103

Email: arpinfo@aldeenfoundation.org

## **Disclaimer of Warranties**

SERVICES ARE AVAILABLE "AS-IS". YOUR RELIANCE ON, USE OF, AND ACCESS TO THE SERVICES OR ANY CONTENT IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, AND TO EXTENT PERMITTED BY LAW, ALDEEN DISCLAIMS FULL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON. ALDEEN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, OR ANY CONTENT. YOU ALSO AGREE THAT ALDEEN HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALDEEN AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD SERVICES, INCLUDING WITHOUT LIMITATION, THE DEFAMATORY, INACCURATE, MISLEADING, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT ALDEEN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST ALDEEN AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, AGENTS, SUBSIDIARIES, MEMBERS, AND SUCCESSORS—IN-INTEREST (COLLECTIVELY, "ALDEEN") FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE ALDEEN SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FROM ANY USE OF OR INABILITY TO USE THE ALDEEN SERVICES SHALL BE TO DISCONTINUE USE OF THE ALDEEN SERVICES. NO CLAIMS, REGARDLESS OF FORM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THESE TERMS OF SERVICE OR THE ALDEEN SERVICES MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

You agree to indemnify, defend, and hold harmless Aldeen from and against any and all claims, actions, losses, liabilities, damages, costs, and expenses (including without limitation attorneys' fees) resulting from or incidental to your use of the Aldeen Services or any content, data, or information made available to you by Aldeen or the Aldeen Service; your negligent or willful misconduct; your failure to comply with applicable law; or (h) any infringement of any intellectual property rights by you or any content you post on the Aldeen site.

# **Exclusions and Exceptions**

Some jurisdictions do not allow the disclaimer, exclusion of certain warranties, or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. In such jurisdictions, Aldeen's liability will be limited to the fullest extent permitted by applicable law.

#### Indemnification

You agree to indemnify, defend, and hold harmless Aldeen, its subsidiaries, agents, distributors, affiliates, and their officers, directors, and employees from and against all claims, actions, demands, liabilities, costs and expenses, including, without limitations, reasonable attorney's fees, resulting from your breach of any provision of these Terms, the Privacy Policy, or any warranty you provide herein, or otherwise arising in any way out of your use of the Services and any related Aldeen Services and/or software. You agree to cooperate fully with Aldeen in the assertion of any available defenses in connection with a claim subject to indemnification by you under these Terms.

## Waiver and Severability

The failure of Aldeen to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

## **Controlling Law and Jurisdiction**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Los Angeles County, California, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

## **Arbitration; No Class Actions**

Except if you opt-out or for disputes relating to: (1) Aldeen's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); or (2) your violations of provisions 5, 7, or 13 of the "User Content and Use Restrictions," above, you agree that all disputes between you and Aldeen (whether or not such dispute involves a third party) with regard to your relationship with Aldeen, including without limitation disputes related to these Terms, your use of the Services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Aldeen hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you

nor Aldeen will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Aldeen is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Aldeen or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms.

You may opt out of this agreement to arbitrate. If you do so properly, neither you nor Aldeen can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

Aldeen Foundation 651 N. Orange Grove, Suite A Pasadena, CA 91103

You must include your name and residence address, the email address and username you use for your Aldeen Foundation account, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Aldeen.

## **Copyright Information; Open Source Components**

Users acknowledge that Aldeen has used the following open source components in the development of the Services. The components and their respective copyright notices (where available) are listed below:

- 1. Better Notifications for WordPress
- 2. Google XML Sitemaps
- 3. Jetpack by WordPress.com
- 4. TinyMCE Comment Field WYSIWYG
- 5. Velvet Blues Update URLs
- 6. WPFront Scroll Top
- 7. Mongo DB
- 8. Bootstrap License *The MIT License (MIT)*

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#### 10. Node JS

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## PRIVACY POLICY

We want you to feel comfortable knowing what happens with the information you provide to Aldeen Foundation. We provide this Privacy Policy to inform you, the user, about the procedures and policies that govern the collection, use, sharing, and disclosure of your information in connection with Aldeen Foundation's Services. The security of personal information about our users is a priority to us. We protect this information by maintaining safeguards (such as encrypting your password). We receive your information either from you provided to us through our website or from an educational institution that has provided information about you as a result of our request. Regardless of the country that you reside in or create information from, your information may be used by us in the United States or any other country where we operate.

By accepting our Privacy Policy and Terms of Service (collectively, "our Policy") during registration, you consent to our collection, transfer, manipulation, storage, disclosure, and other uses of your personal information ("your information") as described in this Privacy Policy. Further, by using the Service, you understand and agree that we are providing a platform for you to post content, including photos, comments, and other materials (collectively, "User Content"), to the Service and to share User Content in accordance with our Policy. Our policy applies to all users and others who access the Services ("Users").

All the definitions contained in the Terms of Service apply to the Privacy Policy.

If you have any questions regarding this Privacy Policy or our collection and use of information, please contact us at arpinfo@aldeenfoundation.org.

## **Collection and Use of Your Information**

## Information you provide to us directly:

- Registration: When you create an account on the Aldeen Foundation website for use of the ARP software, you will be asked to provide us with your full name, home or mailing address, email address, username, password, in addition to other school specific details. When you create an account on the Aldeen Foundation website for our Online Teacher Training Program, you will be asked to provide us with your full name, home or mailing address, email address, username, password, in addition to other application specific details.
- 2. User Content: You may post User Content that you generate, which may include, text, photos, and other materials, which will be posted in our online forum in the case of our Online Teacher Training program, or in accordance with the preferences you select in the case of our ARP Program.
- 3. Communications with us: You may choose to communicate with us via email. All emails and associated User information that is sent to us may be archived for a time period at our sole discretion

Information kept in Log Data: Aldeen servers are set up to automatically record information created by your use of our Services (hereinafter referred to as "log data"). Log data may include information such as your IP address, mobile carrier, UDID numbers, location, device specific information (including User Content). Other user actions, including but not limited to, your interactions with our website, may also be included and stored as log data. We will never hold log data after you have deleted or deactivated your account, without at the very least removing any common account identifier (such as your name, IP address, or email address), for more than 18 months. We reserve the right to hold log data as long as your account has not been deleted or deactivated through Aldeen's formal deletion/deactivation process (see the second paragraph under "Additional Policy Information" below).

**Third-Party Service Providers:** Aldeen may use a variety of third-party services to help provide and Services and to help us understand the use of our Services. These third-party service providers may collect information sent by your browser as part of a web page request, such as cookies or your IP address.

# **Sharing and Disclosure of Your Information**

**Preservation or Disclosure of Information in Law or Harm:** Aldeen will not share your private personal or non-personal information with any other parties, with the exception of our website and software developers and only for the purposes of constructing, developing or improving Aldeen's website and/or software programs. Nonetheless, we reserve the right to

preserve and/or disclose your personal information if we believe, in our sole discretion, that such disclosure and/or preservation is reasonably necessary to comply with a law, legal request, or regulation; to protect the safety of any person; to address fraud, security or technical issues; or to protect Aldeen's rights or property.

**Disclosure of Information in the event of Business Transfer:** In the event that Aldeen is involved in a merger, bankruptcy, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. The covenants in this Privacy Policy will apply to your information as transferred to the entity that results from that transaction.

**Disclosure of Information to Service Providers:** Aldeen may engage certain trusted third parties to complete functions and provide certain services to us. In doing so, we may share your information with these parties, but only to the extent necessary to perform these functions and provide such services, and only in accordance with the covenants and obligations of this Privacy Policy.

## **Additional Policy Information**

Accessing and Updating your personal information: Once Aldeen receives the personal information you provided to us and associated with your account, that information is stored and used by Aldeen in accordance with this Privacy Policy.

As a registered user of our ARP software, you may access and update that information by visiting the account section within member's area of the Aldeen website. Students users accessing the ARP program through a school coordinated program will be able to change their password only. Teachers of student users are limited to changing their own respective password and the information of their student users only. School administrators have the authority to change the school profile and individual student profiles.

Teachers participating in our Online Teacher Training programs may update their information via email to Aldeen. Teachers will need to input new information for each new course a teacher applies for and enrolls in.

**Deactivation and Deletion of Account:** Aldeen Foundation in its sole power and discretion can deactivate or delete any account of any User. Upon written request to Aldeen, a deactivated account can be reactivated.

Our Policy toward Children: Our ARP software is directed to people under the age of 13 only to the extent people under the age of 13 are participants in an Arabic Reader Program coordinated through an educational institution. Any person using these services that is under the age of 13 should do so only with a designated student account as provided by the student's educational institution. If you become aware that your child has provided us with personal information without your consent, please contact us at arpinfo@aldeenfoundation.org. Our Online Teacher Training Program and all other Aldeen services are not directed to people under the age of 13. Aldeen does not knowingly collect personal information from children under the

age of 13. If we become aware that a child under 13 has provided us with personal information, we shall take reasonable steps to remove such information and terminate the child's account.

Changes to this Policy: Aldeen may revise our Policy from time to time. The most current version of our Policy will always be at https://aldeenfoundation.org. The most current version of the policy will govern our use of your information. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an e-mail to the email associated with your account or other reasonable method. By continuing to access or use the Services after those changes become effective, whether or not you are notified of immaterial changes, you agree to be bound by the revised Privacy Policy.

## **Time Limitation on Claims**

You agree that any claim you may have arising out of or related to your use of the Services or relationship with Aldeen, must be filed within one year after such a claim arose; otherwise, your claim is permanently barred.

# **Entire Agreement**

The Terms of Service, together with our Privacy Policy, which is incorporated herein by reference, are the entire and exclusive agreement between Aldeen and you regarding the Services, and our Policy supersedes and replaces any prior agreements (with the exception of any terms of the Pilot Testing Agreement or Membership Agreement, if any) between Aldeen and you regarding the Services. In the event of a direct conflict in terms between the Pilot Testing Agreement or Membership Agreement and the terms contained herein, the conflicting term of the Pilot Testing Agreement or Membership Agreement shall prevail. No person or company will be third party beneficiaries to our Policy.

The Services are operated and provided by Aldeen Foundation having a mailing address of 651 N. Orange Grove, Suite A, Pasadena, CA 91103. If you have any questions about these Terms, please contact us at arpinfo@aldeenfoundation.org.