

# Terms and Conditions

Last updated August 24th, 2021

Welcome to [ww.saissharjah.com](http://ww.saissharjah.com)

This page provides information about the legal terms and conditions ("**Terms and Conditions**") that apply to your use of the website and the services within it ("**Site**").

We, Sharjah American International Schools Group and certain of our group companies ("SAIS", "we" or "us"), operate the Site and ask you to take the time to read the Terms and Conditions carefully. They explain the rules covering your use of this Site as well as other information regarding your rights.

By using the Site and/or the services within it, you'll be confirming that you have read and understood the Terms and Conditions and that you agree to follow them. If you do not agree to these terms, you must not use our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection, computer and/or device are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The Terms and Conditions may change from time to time and, if they do, the most up-to-date version will always be available on our Site. We will indicate at the top of this page when they were last updated.

Even if you have already read the Terms and Conditions before, please ensure that you check back regularly to view any changes which may have been made. By continuing to use the Site after the Terms and Conditions have changed, you will be confirming that you have read and understood, and agreed to be bound by, any revised Terms and Conditions.

## 1. WHO CAN USE THE SITE

When you are using our Site we assume and expect that you are over the age of 21. However, we do hope that our students and future students are as engaged in their learning and education as their parents. So if you are looking at or using our Site and are under 21 and/or a minor, then the use of the Site is subject to the consent of your parent or guardian.

As educators, protecting the online privacy of children is especially important to us. We advise parents or guardians who permit their children to use the Site, and in particular any interactive element of the Site, to make their child aware of the potential risks to them and supervise their use of the Site.

## **2. USE OF THE SITE AND USER CODE OF CONDUCT**

We want all our users to be able to feel safe and at ease whilst using our Site. The best way to make sure this happens is to follow the Terms and Conditions.

You may only use the Site lawfully, for personal (non-commercial) purposes and in a manner that does not damage the Site or infringe the intellectual property or other rights of any person, firm or company.

You may download and store one copy of any page or other element of the content of the Site, and may make one printed copy, for your personal (non-commercial) use only, but you must not distribute any content to other people or delete or change any copyright, trademark, intellectual property right or other proprietary notices. If you wish to make further copies of any content, or to distribute copies of any content to other people, you must first obtain our written permission. You can do this via the Contact Us section of this Site.

You agree that in using the Site (or any part thereof) or the content, you will not attempt to gain unauthorized access to any part or component of the Site or the content, the server on which the Site is stored or any server, computer or database connected to the Site.

You must not place or transmit false or misleading information on or through this Site or input or upload to this Site any information that contains malware, viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system or this Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack nor launch any form of cyber-attacks against our Site or its supporting infrastructure. We will report any breach of this provision to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such breaches, your right to use our Site will cease immediately.

We ask that in using this Site you show respect for SAIS, other users and their safety, and the property of others. You agree:

- to behave in a respectful way to all other users;
- not to post or otherwise make available content which is, in our view, likely to impair others' enjoyment of this Site;
- to keep your information accurate and up-to-date;
- not to breach the law or encourage a breach of the law;

- to protect your account information and not share your passwords or let anyone else access your account, or do anything else that might jeopardize the security of your account. Any activities performed using your account shall be attributed to you. If you know or suspect that anyone other than you knows your user account information or password, you agree to promptly notify us by contacting us;
- not to post (or otherwise make available content) or take any action which is, in our view, abusive; offensive; defamatory; discriminatory; obscene; pornographic or of a sexual nature; illegal; hateful; demeaning; threatening; intimidating; contains graphic or gratuitous violence; in breach or violation of the law or the privacy, confidentiality or other third party rights; or is otherwise unacceptable;
- not to behave in a way which is threatening, intimidating, harassing or bullying, offensive, abusive, defamatory, discriminatory or demeaning;
- not to stalk or violate the rights of others including individuals' privacy rights;
- not to indulge in any unlawful, misleading, malicious, or illegal activities on the Site or platform, including but not limited to hacking or performing malicious activities that can impact the Site, platform or its data in any way;
- not to solicit login information from anyone else, register or access the Site as or on behalf of anyone else, impersonate anyone else, seek to take on a false identity or misrepresent yourself, your identity or your age;
- not to collect users' information, or otherwise access the Site, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission;
- not to post, share or otherwise make available content containing information that is confidential to any other person, including but not limited to financial information (such as account, credit or debit card details) or information which identifies an individual personally or is capable of identifying an individual personally (such as names, phone numbers, email addresses or postal addresses);
- to respect information you obtain on our Site and use it only in accordance with this User Code of Conduct and our Terms and Conditions;
- not to place or transmit false or misleading information on or through the Site;
- not to advertise, promote or endorse any goods or services, send or otherwise post unauthorized commercial communications to users (such as spam); and
- not use our Site to send any chain letters, junk mail, 'spamming' material or any other form of bulk communication. We may investigate any potential or reported breach of the Terms and Conditions or complaints and take any action that we deem appropriate (which may include, without limitation, removing any of your information, issuing warnings, suspending, restricting or terminating your access to and/or removing any content or User Content from the Site).

You agree that we may terminate or suspend your use of the Site at any time, for any or no reason and without any notice, even if we continue to allow others to use it. You agree that we will not be liable to you for any loss caused by termination or suspension of your access to the Site.

Users are encouraged to notify SAIS of any user behavior or User Content that violates the Terms and Conditions, including but not limited to the User Code of Conduct. If you wish to complain about content uploaded by or the behavior of other users, please contact us via the Contact Us section of this Site.

### **3. USER-GENERATED CONTENT**

This Site may also contain an opportunity for users to comment on, upload documents or share information, materials, content, articles and posts on the Site ("User Content"). User Content is not verified by us and the views expressed by users on our Site do not represent our views or values.

Any User Content that is not your personal information will be considered non-confidential and non-proprietary. So long as the User Content remains on our Site you are required to grant us and other users of our Site a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, store, copy, distribute, modify, make derivative works from and disclose to third parties any such material and content for any purpose.

You confirm that all information and details provided by you to us are true, accurate and up to date in all respects and at all times and that you will comply with the obligations set out in the Terms and Conditions. You are solely responsible for securing and backing up your content.

You further confirm that in relation to any User Content submitted to the Site, you have the right to submit such User Content and have obtained all necessary licenses and/or approvals to do so. You acknowledge that you are responsible for the User Content that you share or post and that whilst we keep an eye on User Content, we may not check such User Content before it is published.

We reserve the right to remove or block access to any User Content at any time. For example, we may do this where we believe that someone has breached the Terms and Conditions or broken the law (e.g. infringed a third party's intellectual property rights or breached a duty of confidentiality). We bear no liability in respect of any loss or damage suffered as a result of any of these actions. We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, their right to privacy, or any other rights afforded to them under applicable laws.

User Content may be information that is accessible to other users, so we advise you to think carefully before choosing to share any personal information on the interactive parts

of our Site. It may be accessed by any person using the web in any part of the world and/or may be found using independent search engines. So, if you choose to post information to the interactive parts of our Site, please be aware that you do so at your own risk and that it will not be protected by SAIS.

#### **4. THIRD PARTY CONTENT**

This Site may contain some content which does not come from us, whether such content is posted by users or otherwise comes from anyone other than us (together, "Third Party Content").

Whilst we try to keep an eye on it, Third Party Content is not approved by SAIS, and we have no obligation to police it. Personal views or opinions expressed in such Third-Party Content may not represent the views of SAIS and does not constitute a recommendation, endorsement or guarantee by us of quality or accuracy. We shall not be responsible or liable for any Third-Party Content or for the consequences of the use of it.

If you have any concerns about content appearing on this Site, please contact us via the Contact Us section of this Site. We reserve the right to remove Third Party Content from the Site with or without notice.

#### **5. LINKS TO OTHER SITES**

The Site provides convenient links to other SAIS websites, such as our schools. The Site may also contain links to other third-party websites, platforms, resources, and partners. Whilst we hope you find them useful; we cannot endorse them, or their content and we reserve the right to remove a link at any time.

If you choose to access any of these links, you will be leaving our Site. We of course hope you come back and visit us again. As you go, you should be aware that we do not have any control over these third parties. We are not responsible or liable for the content, advertising, or information available from them, or for any dealings or disputes that you may have in relation to (or any loss or damage that may be suffered as a result of) your use of their websites, platforms, offerings, or resources.

We encourage you to review the terms and conditions and privacy policy on any new website or platform you may choose to access because our Terms and Conditions and Privacy Policy will no longer be applicable.

We would be delighted if you want to link to our Site homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you. Our Site must not be framed on any other website, nor may you create a link to any part of our Site other than the homepage. You will need our express permission if you wish to create a link that indicates any form of association,

approval or endorsement from us. You can ask us through the Contact Us section of the Site. We do reserve the right to withdraw linking permission for any reason without notice.

## **6. POP UPS**

When using our Site, you may receive a pop-up window. We do not mean to surprise you. They may be for things like updates, competition entry forms and questionnaires to help us improve our service to you. Pop-up boxes from us are clearly marked with a heading from us.

You might also get pop-up windows from third parties. These may appear due to software you have installed, deliberately or unknowingly, on your computer and/or device. Unfortunately, we cannot control these pop-up boxes because they have not come from us, and we certainly do not endorse any website, platform or product that comes from these third parties.

## **7. INTELLECTUAL PROPERTY**

We are the owner or licensee of all intellectual property rights in and on our Site and all materials published on it (including, without limitation, the organisation and lay-out of the Site; underlying software of the Site; logos, text, graphics, audio, video or image files, content, software, applications and information displayed on or available from the Site; and all copyrights, trade mark rights, design rights and other intellectual property rights in the Site and materials) (together, the "Proprietary Content"). Those rights are protected by laws and treaties around the world. All such rights are reserved.

By using the Site you are agreeing that Proprietary Content is available for personal use only and that you will not copy, reproduce, modify, publish, distribute, or dispose of in any manner, any Proprietary Content belonging to us. For the avoidance of doubt, neither SAIS nor any other SAIS company name, trademark, logo, design, or other intellectual property right may be used or copied in any manner.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged. You must not use any part of the content on our Site for commercial purposes without obtaining a license to do so from us or our licensors. If you wish to quote our content, you are welcome to contact us to make arrangements to use the content in context and accurately.

Without prejudice to any other right or remedy afforded to us under applicable laws, if you print off, copy or download any part of our Site in breach of the Terms and Conditions, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8. ACCESSIBILITY**

If you have trouble using our Site with certain web browsers or other software or if you want to let us know how we can improve accessibility, please contact us via the Contact

Us section of this Site. Your feedback and suggestions will help us to improve our service to you.

## **9. SITE INFORMATION AND DOWNTIME**

Please note that we may make changes to the Site, its functions and services from time to time.

We do not guarantee that our Site and/or services, or any content on the Site, will always be available or be uninterrupted. The Site and/or services may be suspended, withdrawn, restricted, or unavailable due to maintenance, business, operational or other reasons. Where this happens, we apologise for any inconvenience caused. However, we are not liable for any loss, damages or inconvenience resulting from such unavailability.

We take care in seeking to present accurate, transparent and useful information to you. However, there may be content on the Site that is not generated by us, for example Third Party Content and User Content, as described above. This may mean that some information might be out of date, incomplete, contain some errors or be in some way unreliable. Just to be sure, please check any information obtained from this Site and/or the services before acting upon it in any way.

## **10. LIABILITY AND INDEMNITY**

The Site and its contents are provided “AS IS” and as a convenience and for general information purposes only. Commentary and other content posted on the Site are not intended to amount to advice on which reliance should be placed. Therefore, although we make reasonable efforts in the preparation of the Site and the content, we make no representations, warranties or guarantees, whether express or implied, that it will always be available, that it will be free from errors, bugs, viruses, or malware or that the content is accurate or up to date (and any reliance placed on the content is entirely at your own risk). You are also responsible for configuring your information technology, computer and/or device programs, and platform to access our Site. You should use your own anti-virus/ anti-malware and/or other protection software.

We cannot take responsibility or liability for the conduct of any person or third party who uses our Site. In addition, SAIS is not responsible or liable for any loss or damage suffered because of the use of the Site, including but not limited to because of viruses, malware, or other attacks. If you have a claim against another user of the Site arising out of that user’s use of the Site or the content, you agree to pursue such right, claim or action independently of and without recourse to us.

If you are a consumer, please note that we only provide our Site for private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that

was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

If you are not a consumer, we exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, our Site, or use of or reliance on any content displayed on our Site. In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

We exclude all liability to any person for any loss or damage caused by any errors or omissions, whether such errors or omissions result from negligence, accident or any other cause. However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury and for fraud or fraudulent misrepresentation.

To the extent possible under applicable law we exclude all express and implied warranties, terms or conditions not stated herein, which might otherwise arise, in contract, tort (including negligence) or on any other basis, as a result of your access to or use of the Site or the content.

In using this Site you agree to indemnify and hold harmless SAIS and all other SAIS group companies, their subsidiaries and holding companies, the subsidiaries of their holding companies and each of their respective officers, directors, shareholders, employees, representatives and agents in full, against any claims from other persons, firms and companies, and any associated losses, liabilities, damages or costs of any kind, that may arise as a result of your use of the Site and content (including any breach or suspected breach of the Terms and Conditions), your violation of any law or the rights of a third party, or our publishing of your posted materials or User Content, except to the extent that they are caused by our editing of your materials.

## **11. DISPUTES**

The Terms and Conditions and any dispute or claim in relation to them (including non-contractual disputes or claims) are governed by DIFC law.

You agree to use the Site (or any part of it) in accordance with all applicable laws relevant to the location (jurisdiction) from which you access the Site. If we wish to raise a dispute or claim, we reserve the right to bring proceedings in the courts in any location (the DIFC courts, your country of residence or whichever forum) we feel is appropriate.

You agree that any dispute or claim you may wish to raise will be referred to and finally resolved by arbitration under the arbitration rules of the DIFC-LCIA Arbitration Centre, which rules are deemed to be incorporated by reference into this paragraph. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai, UAE.

The language to be used in the arbitration shall be English.

We always recommend that you seek local legal advice, however, please speak to us first if you have any concerns to see if they can be resolved.

## **12. GENERAL**

If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the remaining terms will continue to apply.

Unless we otherwise expressly agree in writing, the Terms and Conditions constitute the entire agreement between you and us with respect to your use of the Site and the content and, supersede all discussions, communications, conversations, and agreements concerning the subject matter hereof.

If we fail to insist that you perform any of your obligations under the Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

### **CONTACT US: IF IN DOUBT, PLEASE TALK TO US**

If you have any queries, comments or complaints regarding the Site or the Terms and Conditions, just get in touch, please contact us via the Contact Us section of this Site or write to us at:

Tel : +97165380000 , +9716538001

Email: [sais@saisharjah.com](mailto:sais@saisharjah.com)