

Afiah

Terms and Conditions

Last updated 22nd December 2022

Welcome to Afiah (Afiah Ltd). The terms and conditions (“Terms”, “Terms of Service”) govern your use of our web pages located at <https://afiah.app/terms-and-conditions.html>, and our mobile application Afiah.app (together or individually “Service”) operated by Afiah Ltd .

1. Agreement to Terms

1.1 By accessing or using our services and any update thereto You indicate that You agree to be bound by all of the Terms and Conditions included herein. If you do not agree to be bound by these Terms then you may not use the services. These Terms apply to all visitors, users and others who wish to access or use our Service.

2. Privacy

2.1 Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our products and web pages. Please read it here <https://afiah.app/privacy-policy.html>

3. Communications

3.1 By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at salam@afiah.app

4. Purchases

4.1 If you wish to purchase any product or service made available through Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

4.2 You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any

Purchase; and that (ii) the information you supply to us is true, correct and complete.

4.3 We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

4.4 We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

5. Subscriptions

5.1 Some parts of Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Afiah Ltd cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Afiah Ltd customer support team.

5.2 A valid payment method, including credit card or PayPal, is required to process the payment for your subscription. You shall provide Afiah Ltd with accurate and complete billing information including full name, address, state, Post/Zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Afiah Ltd to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Afiah Ltd will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

5.3 Subscription Products

(a) Afiah account holders may access the Products in two ways:

- (i) “Basics” Upon downloading the product and creating an account you will be able to have a Free Trial: a free-of-charge program, which gives unlimited access to selected lessons in the app.
- (ii) Paid Subscription (“Afiah Premium”): a subscription fee-based program, which gives access to all content including and beyond the “Basics” offering. You will only have access to Afiah Premium while your subscription is active and subsisting. You may have access to a free trial period of Afiah Premium in accordance with certain promotional offers. You may access Afiah Premium in

the following ways: by purchasing a subscription to the Products from the Website, within the Apps, where allowed by the App marketplace partners, or through a bundle with one or more of our bundle subscription partners. Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, the sale is final, and we will not provide a refund. Your purchase will be subject to Apple's applicable payment policy, which also may not provide for refunds. If you purchase a subscription through the Google Play store, the sale is final and we will not provide a refund. Your purchase will be subject to Google's applicable payment policy, which also may not provide for refunds. If you purchase through one or more of our bundle subscription partners, the purchase may be further subject to the Terms and Conditions of such partners, and payment and management of the bundle subscription may be administered by them.

(b) You may access Afiah Premium via a monthly or annual subscription option. For the purposes of our monthly and yearly subscriptions, a month constitutes 30 calendar days and a year constitutes 365 calendar days.

(c) Our "Monthly" subscription is paid in monthly installments. For each month that your monthly subscription is active, you acknowledge and agree that Afiah Ltd is authorized to charge the same credit card as was used for the initial subscription fee or other payment method as set forth in section 7.2 (the "Payment Method"). The monthly renewal subscription fees will continue to be billed to the Payment Method you provided until cancelled. You must cancel your subscription before it renews in order to avoid billing of the next month's subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-month subscription period.

(d) Our "Yearly" subscription is paid for by an upfront payment with automatic annual renewals. You acknowledge and agree that Afiah is authorized to charge the Payment Method used for (i) the initial annual subscription fee at the rate secured at the time of purchase, and (ii) the non-discounted renewal subscription fee(s). You must cancel your subscription before it renews in order to avoid billing of the renewal subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial subscription period.

(e) Subscription offers

Afiah may offer certain special discount pricing options (the "Special Discount Pricing Options"). The Special Discount Pricing Options will permit users to access to the same content included in Afiah Premium; such Special Discount Pricing Options shall only be available to qualified users (the "Qualified Users"). To be considered a Qualified User, your information will be provided directly Afiah's

third-party verification system. Afiah reserves the right to determine if you are a Qualifying User in our sole discretion.

(f) You agree to promptly notify Afiah of any changes to the Payment Method you provided while any subscriptions remain outstanding. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions purchased by you.

(g) In the course of your use of the Products, Afiah and its third party payment service provider may receive and implement updated credit card information from your credit card issuer in order to prevent your subscription from being interrupted by an outdated or invalid card. This disbursement of the updated credit card information is provided to Afiah and Afiah's third party payment service provider at the sole election of your credit card issuer. Your credit card issuer may give you the right to opt-out of the update service. Should you desire to do so, please contact your credit card issuer.

(i) Our obligation to provide the Products only comes into being when we take receipt of your Order, and we confirm your purchase to you by email. We shall confirm your Order and send you an email to confirm your access to the subscription purchased. Please quote the Order number in all subsequent correspondence with us. Prices in US Dollars and Canadian Dollars include local taxes. All prices in Pound Sterling include VAT unless otherwise stated. You agree not to hold us responsible for banking charges incurred due to payments on your account. If payment is not received by us from the Payment Method you provided, you agree to pay all amounts due upon demand by us. You agree that you are not permitted to resell any Products purchased through Afiah for commercial purposes.

6. Device Requirements

To enjoy Afiah via your smartphone or other Device, your Device must satisfy certain system requirements. These requirements can be found on the Website and the Google, Apple and Amazon App marketplaces.

7. Gifting

"Gift Subscriptions" are pre-paid memberships to the Products. A person who purchases the gift is referred to in these terms as the "Gifto". A person who receives and redeems a Gift Subscription to the Products is referred to in these terms as the "Recipient". Gift subscriptions are paid for by a one-time upfront payment. Once bought, the Gifto will receive an Order confirmation and receipt. The Afiah gift subscription will be sent to the Recipient on the Gifto's specified date. Gifting codes can only be used once in the country for which they were purchased and cannot be redeemed for cash, resold or combined with any other offers, including free trial.

Please note that gifting codes cannot be redeemed if the Recipient has already purchased a subscription through the Apple iTunes Store or our iPhone application, or the Google Play Store or our Android application. We will automatically bill the Payment Method you provided for any purchased Gift Subscriptions at the time of purchase, not delivery. There are no refunds or other credits for Gift Subscription that are not redeemed. Afiah will notify the Recipient prior to the end of the Gift Subscription that the gift period is about to expire. Afiah is not responsible if a Gift Subscription is lost, stolen or used without permission.

8. Corporate And Other Consumer Communities

Many consumer communities (corporations, universities, hospitals, etc.) (“Community” or “Communities”) purchase and introduce the Products to their employees and members. In some cases, these Communities may supplement these Terms with their own terms and conditions, which may include additional terms around subscription redemption, usage or supplementary payment for Afiah Premium access. In such event, these Community terms and conditions shall also apply to your use of the Products. In the event of any conflict with such additional terms and these Terms, the additional terms shall prevail.

9. Changing Fees And Charges

We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan will take effect following notice to you.

10. Free Trial

Afiah Ltd may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (“Free Trial”).

You may be required to enter your billing information in order to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by Afiah Ltd until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Afiah Ltd reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

11. Cancellations & Refunds

11.1 Cancellation By You

(a) You may cancel a Monthly subscription at any time. Cancellation is effective at the end of the applicable monthly period. Please make any such cancellation by emailing Salam@afiah.app

(b)) You may cancel a Yearly subscription plan at any time. Cancellation is effective at the end of the applicable annual period. Additionally, our Yearly subscription plan is offered with a 30-day money back guarantee, which entitles you to a full refund upon cancellation and emailing Salam@afiah.app to request a refund. Such refund requests must be made within the first 30 calendar days from your first date of payment. You are entitled to one refund only. After your refund, any future subscriptions will no longer qualify for the 30-day money back guarantee. No such refunds will apply to subsequent renewals of the Yearly subscription or subscriptions purchased through the Apple iTunes Store or our iPhone application, or the Google Play Store or our Android application.

(c) Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, you may cancel your subscription by cancelling automatic renewal of paid In App Subscriptions by selecting Manage App Subscriptions in your iTunes Account settings and selecting the subscription you want to modify. *If you purchase a subscription through the Google Play store you may cancel automatic renewals in account settings under Subscriptions in the Google Play app, or according to the current process outlined by Google Play.*

11.2 Cancellation By Us

We may suspend or terminate your use of the Products as a result of your fraud or breach of any obligation under these Terms. Such termination or suspension may be immediate and without notice. A breach of these Terms, includes without limitation, the unauthorized copying or download of our audio or video content from the Products.

11.3 Promotion And Discount Codes

Any promotion code or offer (including the Special Discount Pricing Options) provided by us may not be used in conjunction with any other promotion code or offer, past or present. Introductory offers are only available to new users of the Products, except where expressly stated otherwise. Previous users or trial users of the Products do not qualify as new users. No promotion code or discount will apply to corporate or other Community subscriptions. Unless otherwise set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription purchased.

12. Content

Content found on or through this Service are the property of Afiah Ltd or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

13. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

1. In any way that violates any applicable national or international law or regulation.
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
4. Use any device, software, or routine that interferes with the proper working of Service.
5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
8. Take any action that may damage or falsify Company rating.
9. Otherwise attempt to interfere with the proper working of Service.

14. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

We also encourage you to review the Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.

15. Links to Third-Party Sites

The Service may contain hyperlinks to websites operated by parties other than us.

We provide such hyperlinks for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Application or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

YOU ACKNOWLEDGE AND AGREE THAT AFIAH LTD SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

16. Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

17. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Afiah Ltd and its licensors. Service is protected by copyright, trademark, and other laws of the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Afiah Ltd.

18. Health Disclaimer

Service is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified healthcare professional with any questions you may have regarding your physical or mental health. Never disregard the advice of a medical professional, or delay in seeking it because of content you have read, heard or watched as part of this Service. Any content concerning or related to physical or mental health that you may find in the Service describes only general principles of broad scope, is not specific to you as an individual and does not take into account your personal circumstances, and may not be appropriate or relevant to your personal situation. Content in the Service is not intended to be used to diagnose, treat, cure, or prevent any medical conditions and is not a substitute for consulting with your personal healthcare professionals. If you have any concerns or questions about your physical or mental health, you should consult your own healthcare professionals. Reliance on any information provided through the Service is solely at your own risk.

19. Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

21. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

22. Governing Law

These Terms shall be governed and construed in accordance with the laws of, United Kingdom without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

23. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. Services are provided on an "as-is" and "As available" basis, and we assume no responsibility for the scheduling, deletion, mis-delivery or failure of the services or display of any content, user communications or personalization settings. You are solely responsible for any damage to your mobile device or loss of data that results from use of the Service.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Further, scheduled and preventive maintenance as well as required and emergency maintenance work may temporarily interrupt services or access to the website. We reserve the right to discontinue or change the Service in any way and at any time, with or without notice to you, without liability.

24. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

25. Arbitration Notice And Class Action Waiver

YOU AND AFIAH AGREE THAT DISPUTES RELATING TO THESE TERMS OR YOUR USE OF THE PRODUCTS WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION

26. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

27. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

Contact Us

Please send your feedback, comments, requests for technical support:

By email: support@afiah.app

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