



## WEBSITE TERMS OF USE

The website at [www.aljohara.org](http://www.aljohara.org) (the **Website**) is operated by AL Johara Limited, a company limited by shares registered in England and Wales under company number 12807895 whose registered office is at 20-22 Wenlock Road, London, N1 7GU (**Johara Global**).

We operate from London, United Kingdom.

The following agreement, together with the Johara Global **Privacy Policy** referred to within (this **Agreement**) sets out the terms of use on which You make use of the Website as a guest and the Johara Global **Cookie Policy** which sets out how we use Cookies in relation to the Website. Please read this Agreement carefully before You start to use the Website. By using the Website, You indicate that You accept and agree to abide by this Agreement. You may wish to save a copy of this document.

There are other terms that may apply to you, for example, if you wish to purchase membership of Johara Global, entry to an event or enter into a competition or draw online, specific terms shall apply in addition to these general terms.

We may make changes to the Website and this Agreement at any time. Each time you use the Website, please check this Agreement to ensure that you understand the terms that apply to your visit.

***If You do not agree with the terms of this Agreement and the Privacy Policy, please do not use the Website. By using the Website you are accepting these terms and agreeing to abide by them.***

### **Information about Us**

The Website is owned and operated by Johara Global. We can be contacted by using the Contact Us section of the Website or emailing [info@aljohara.org](mailto:info@aljohara.org).

We are not a regulated entity.

### **1 Use of the Website and the Contract Between Us**

- 1.1 In this Agreement the term “**You**” means the individual becoming a visitor to and user of the Website and ‘Your’ shall be construed accordingly.
- 1.2 The information and any services provided by Johara Global via the Website deal generally with issues under English Law and such information or services do not purport to comply with laws and regulations of Scotland, Northern Ireland or any country outside England and Wales.
- 1.3 You agree to only use the Website in accordance with this Agreement and all applicable laws.
- 1.4 The offer by Johara Global to provide information about Johara Global and its services under English Law and Your acceptance of that offer by visiting the Website brings into existence a legally binding contract between us.

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- 1.5 This Agreement is a contract for the provision of information and services and nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of agent and principal or the relationship of employer and employee between the You and Johara Global.
- 1.6 We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.
- 1.7 You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 1.8 Unless You have been issued with specific login information for the Website, you shall not have access to nor seek access to the information in the Website held behind the login security.

## **2 Account Details**

- 2.1 We do not use a separate login account for this Website. We operate each account through a third party provider, The Mighty Network. We may offer a direct account in the future. Where you have been issued with a login account, You must keep your account details safe.
- 2.2 If You choose, or You are provided with, a user identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential. You must not disclose it to any third party.
- 2.3 We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 2.4 If You know or suspect that anyone other than You knows your user identification code or password, You must promptly notify us at [info@aljohara.org](mailto:info@aljohara.org).

## **3 Obligations of Johara Global**

- 3.1 Johara Global shall:
  - 3.1.1 provide information about Johara Global and its services to visitors to the Website;
  - 3.1.2 provide an administrator for the Website;



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- 3.1.3 where possible, moderate the content of information added to the Website by any person.
- 3.2 The information and services shall be provided free of charge but Johara Global reserves the right to charge for access to certain information and services in its absolute discretion.
- 4 Permitted Use**
- 4.1 You may use the Website for lawful purposes only.
- 4.2 For information on our general purposes as well as our education and empowerment activities You:
- 4.2.1 warrant that You are 18 years old or over;
- 4.2.2 agree to be bound by the laws of England and Wales, no matter where you are based; and
- 4.2.3 warrant that You shall not register with the Website more than once.
- 4.3 For information provided for young people under the age of 18, this content has been specifically provided within the Age Appropriate Design Code (the **Code**). You may be any age to access this information. However, we may take steps to limit access to some information based on the requirements of the Code.
- 4.4 You agree that the webmaster, administrator and moderators of the Website have the right to remove, edit, move or close any item or activity on the Website at any time should they see fit. You agree to any information You have provided to us being stored in a database.
- 4.5 You agree to the terms of the disclaimer as stated at Clause 11 of this Agreement.
- 4.6 You may use the information available on the Website to obtain information on Johara Global and to the extent available, the educational and other information provided on the Website in accordance with this Agreement.
- 4.7 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.
- 4.8 If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 4.9 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

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- 4.10 Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged in the form set out in section 8 below.
- 4.11 You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

## **5 Prohibited Use**

### **5.1 You may not use the Website:**

- 5.1.1 in any way that breaches any applicable local, national or international law or regulation;
- 5.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 5.1.3 for the purpose of harming or attempting to harm minors or other vulnerable people in any way.

### **5.2 You agree that You will not:**

- 5.2.1 reproduce, duplicate, copy or sell any part of the Website in contravention of this Agreement;
- 5.2.2 access without authority, interfere with, damage or disrupt:
  - 5.2.2.1 any part of the Website;
  - 5.2.2.2 any equipment or network on which the Website is stored;
  - 5.2.2.3 any software used in the provision of the Website.

### **5.3 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach 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 a breach, your right to use the Website will cease immediately**



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## **6 Content You contribute or upload to the Website**

6.1 You agree that You shall abide by the contents standard as set out in this Clause 6 when You make any contribution to the Website and that any contribution You make must be:

- 6.1.1 accurate (where facts are stated);
- 6.1.2 genuinely held (where opinions are stated);
- 6.1.3 comply with applicable laws in the UK and in any country from which it is posted.

6.2 You agree that You shall not:

- 6.2.1 post any abusive, obscene, vulgar, defamatory, hateful, threatening, sexually-oriented or any other material that may violate any applicable laws. Doing so may lead to You being immediately and permanently banned (and Your service provider being informed). The IP address of all posts is recorded to aid in enforcing these conditions;
- 6.2.2 send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards set out in this Agreement;
- 6.2.3 transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation including conducting or forwarding surveys, questionnaires, contests and chain letters (spam);
- 6.2.4 post any advertising material on the Website without the prior written consent of Johara Global. You accept that any such written consent may be subject to payment;
- 6.2.5 place any web-links on any part of the Website to any website;
- 6.2.6 knowingly transmit any data, send or upload any material that contains any viruses or other harmful programmes designed to adversely affect the operation of any computer software or hardware used in the operation of the Website.

6.3 Whenever You make use of a feature that allows You to upload material to the Website, edit existing material on the Website, or post contributions to the Website You must comply with terms of this Agreement. You warrant that any such contribution does comply with the minimum standards set out in this Agreement and any Acceptable Use Policy we have in place from time-to-time and that You shall indemnify Johara Global for any breach of that warranty.

6.4 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

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- 6.5 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but by uploading you grant us and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- 6.6 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 6.7 Johara Global may moderate the content of the Website. Whilst the administrators and moderators will attempt to remove or edit any generally objectionable material as quickly as possible, it is not possible to review every contribution. Therefore, You acknowledge that all contributions made to the Website express the views and opinions of the author(s) and not the administrators, moderators or webmaster (except for posts by these people) and hence Johara Global will not be held liable for those contributions.
- 6.8 Subject to the terms of Johara Global's Privacy Policy and Clause 6.9 below, whilst information and contributions posted on the Website outside of the public areas of the Website will not be disclosed to any third party without Your consent the webmaster, administrator and moderators cannot be held responsible for any hacking attempt that may lead to the data being compromised.
- 6.9 Johara Global may disclose information in respect of any information or material posted on the Website to the relevant authorities should it reasonably believe that criminal activity is taking place or it believes that an individual or a group of individuals are at risk of harm.
- 6.10 Johara Global reserves the right at its sole discretion to disregard, delete or omit any contribution offered by You or any other third party to the Website, particularly, but not limited to information that is illegal, not in the best interests of the users of the Website or contrary to public policy or the policies of Johara Global.

## **7 Rules about linking to the Website**

- 7.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 7.2 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.
- 7.3 You must not establish a link to the Website in any website that is not owned by you.
- 7.4 The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.
- 7.5 We reserve the right to withdraw linking permission without notice.

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## 8 Intellectual Property Rights

- 8.1 All copyright and other intellectual property rights in the materials on the Website are owned by Johara Global unless otherwise indicated.
- 8.2 Where organisations linked to Johara Global have elected to provide their branding and any other intellectual property on any part the Website in agreement with Johara Global, they retain ownership of all such rights.
- 8.3 In respect of material provided by You copyright remains with You and You hereby grant a non-exclusive, perpetual, worldwide, royalty-free, sub-licensable and transferable licence to Johara Global to use, reproduce, distribute, prepare derivative works of, and display the content in connection with the Website and Johara Global's business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. Contributors of material to the Website also grant a licence to users of the Website to use such material on the terms of this Agreement.
- 8.4 You may download, print or copy any material from the Website that You wish, provided it is for Your own personal use and You keep in place all original copyright notices or other intellectual property notices. In such case if the material is not used in its original format the source must always be acknowledged as follows "***taken from www.aljohara.org, a free online resource from Johara Global. © [year] Al Johara Limited***".
- 8.5 The material on the Website forms part of Johara Global's portfolio of information on education and membership activities throughout the world.

## 9 Termination

- 9.1 Johara Global may terminate this Agreement and Your use of the Website at any time without notice.
- 9.2 Any licence granted to You under this Agreement may be terminated by Johara Global:
- 9.2.1 immediately by notice;
- 9.2.2 automatically if materials from the Website are misused or used by You or us as a result of Your acting without a credit for the copyright holder or Johara Global.
- 9.3 You can terminate this Agreement at any time by unsubscribing from the Website by email. The termination will take effect three business days after the receipt of Your notice. Johara Global's contact details are available on the Website under "contact us".
- 9.4 For the avoidance of doubt any licence granted by You to Johara Global will not terminate on the termination of this Agreement.

## 10 Limitation on Liability

- 10.1 Neither Johara Global nor any linked organisation shall be liable to You or to any other person or entity in any way, whether arising under contract, tort (including negligence) or otherwise,

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for damages of any kind arising from the use of the Website, including, but not limited to, direct, indirect, incidental, punitive or consequential damages, lost revenue or profits, lost or damaged data or other commercial or economic loss, that result from Your use of, or inability to use, the Website.

- 10.2 Neither Johara Global nor its linked organisations shall be liable in any way whatsoever for any loss, cost, claim or other damage howsoever caused by any third party including those whose details can be found on the Website or may otherwise be communicated to You by Johara Global.
- 10.3 If this limitation of liability provision shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the liability of Johara Global and any of its linked organisations shall be limited to the greatest extent permitted by law.
- 10.4 Nothing in this Agreement shall exclude or limit the liability of Johara Global for:
- 10.4.1 death or personal injury arising from its negligence; or
  - 10.4.2 liability arising from fraud.

## **11 Disclaimer of Warranty**

- 11.1 Materials posted on the Website are for information only and are not intended to:
- 11.1.1 amount to advice on which reliance should be placed; or
  - 11.1.2 constitute legal or professional advice in relation to any of the issues covered.
- 11.2 The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.
- 11.3 Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.
- 11.4 Whether you are a consumer or a business user:
- 11.4.1 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 caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
  - 11.4.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions of supply.
- 11.5 If you are a business user:

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- 11.5.1 We exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it.
- 11.5.2 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:
  - 11.5.2.1 use of, or inability to use, the Website; or
  - 11.5.2.2 use of or reliance on any content displayed on the Website.
- 11.5.3 In particular, we will not be liable for:
  - 11.5.3.1 loss of profits, sales, business, or revenue;
  - 11.5.3.2 business interruption;
  - 11.5.3.3 loss of anticipated savings;
  - 11.5.3.4 loss of business opportunity, goodwill or reputation; or
  - 11.5.3.5 any indirect or consequential loss or damage.
- 11.6 If you are a consumer user:
  - 11.6.1 Please note that we only provide the Website for domestic and private use. You agree not to use the Website 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.
  - 11.6.2 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will repair the damage or, where repair is not possible, pay you compensation. However, 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. We exclude any consequential loss from the damages that we will pay, only covering direct damage.
- 11.7 Advertisements posted on the Website by suppliers or any other third parties are for information only. Johara Global does not monitor the content of all the advertisements on the Website and does not make any representations as to their accuracy or otherwise. Any dealings You may have with those suppliers or other third parties are entirely at Your own risk.
- 11.8 Separate terms and conditions apply in respect of membership of Johara Global and may apply to certain products, services and materials available through the Website. In which case this will be brought to Your attention. Subject to this, no express or implied warranties of any kind are made in respect of the Website or the products, services and materials available through it.

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- 11.9 Johara Global does not warrant that the Website will operate uninterrupted or error/virus free or that the information on the Website is accurate or complete.

## **12 Links to Other Companies or Organisations**

- 12.1 The Website provides web-links (and other contact details) to other websites that offer products, services and materials Johara Global thinks will be of interest to You. Some of these websites are operated in conjunction with other companies/organisations and some are operated solely by independent companies/organisations. Johara Global has no control over such websites and resources and accepts no liability for any products, services, materials or information contained on or available through linked websites or otherwise provided by any other company/organisation referred to on the Website. These links are provided purely for Your convenience but Johara Global does not endorse the material on these websites.
- 12.2 No linked websites are covered by this Agreement; therefore, You should check what terms cover the use of these websites before using them.
- 12.3 You may only create a link to the Website with Johara Global's prior written permission. Johara Global reserves the right to remove any links to the Website that it deems are inappropriate without notice.

## **13 Data Protection and Privacy**

- 13.1 We are permitted to process Your Personal Data (as defined by the UK General Data Protection Regulation and the Data Protection Act 2018) in accordance with our Privacy Policy. [www.aljohara.org/privacy-policy](http://www.aljohara.org/privacy-policy)
- 13.2 We use cookies on the Website as set out in our Cookie Policy. [www.aljohara.org/cookie-policy](http://www.aljohara.org/cookie-policy)
- 13.3 We use code on the Website which allows us to collect IP addresses and track back to identify companies which access the Website and individual pages.

## **14 Changes to the Terms of Use Policy**

- 14.1 From time-to-time Johara Global may add new features to the Website and enhance the level of service that Johara Global offers to You. This may lead to changes in this Agreement. Any such changes will be notified to You by Johara Global updating this Agreement and Your subsequent use of the Website will be deemed to signify Your acceptance of the changes.
- 14.2 We may transfer this Agreement to a third party.
- 14.3 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement.

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## **15 Waiver**

- 15.1 No failure or delay by Johara Global to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **16 Third Party Rights**

- 16.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **17 Entire agreement**

- 17.1 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

## **18 Jurisdiction and Law**

- 18.1 This Agreement is governed by the laws of England and Wales.
- 18.2 The parties irrevocably agree that the courts in England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.
- 18.3 The place of performance shall be England.

This Agreement was last updated on: 10 February 2022.