



Terms & Conditions of use of Future Stars App

An app by Future Stars Education Management System

1. Introduction and recitals:

- a. **IMPORTANT NOTICE:** These are the terms of use, including the terms and conditions of supply (Terms) for use of <https://www.stars.ai> an application developed by Future Stars Education Management System, Dubai, both the website <https://www.stars.ai> and the application shall be referred as the App. Your use of this App is subject to these Terms. You are advised to print a copy of these terms and conditions for future reference. Use of your personal information submitted via this app is governed by our privacy policy. Your use of the App implies that you have also read and accepted the Privacy policy. Please note that we reserve the right to change these terms and conditions from time to time by changing them on the App and your continued use of the App will be bound by them. Please email us at info@stars.ai if you have any questions or concerns.
- b. The App is developed by Future Stars Education Management System, S27, Port Saeed, Dubai, UAE, a sole proprietorship entity having Mohammed Alrais as the proprietor (FSEMS).
- c. **Purpose of this App:** This primary purpose of the app is to help parents oversee and monitor activities of their school going children as well as address their concern of their safety. The aim aims at using technology to refine the administrative aspect of school education.
- d. This app is aimed at people residing in UAE. FSEMS cannot assume any responsibility to people who use this app outside UAE and make travel arrangements or other arrangements based on information contained in this app.
- e. This App is the intellectual property of FSEMS. All intellectual property rights (which includes rights such as copyright and rights in trademark) in any content of the App (including text, graphics, software, photographs and other images, videos, sound, trademarks and logs) are owned by FSEMS. Except as expressly set out in these Terms, nothing in these Terms gives you any right in respect

of any intellectual property owned by us and you acknowledge that you don't acquire any ownership rights by downloading any content from the App. If you print, copy or store pages from the app (only as permitted by these terms and conditions) you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

- f. FSEMS IS ONLY WORKING AS AN ENABLER TO HELP YOU MONITOR THE ACTIVITIES OF YOUR CHILD AND SCHOOL. WE CANNOT CONTROL THE ACTIVITIES OF YOUR KID OR SCHOOL AND IN NO WAY RESPONSIBLE FOR ACTIONS OF YOUR CHILDREN OR THOSE OF SCHOOL.**
- g. As a consumer, nothing in these Terms shall prevent you or stop you from being able to enforce or receive full benefits of your legal rights provided under the general UAE law.**

2. Definitions:

- a. Terms:** Terms and conditions contained in this document along with privacy policy.
- b. App:** This application as well as the website <https://www.stars.ai/educationhub>
- c. FSEMS:** Future Stars Education Management System, S27, Port Saeed, Dubai, UAE, a sole proprietorship entity having Mohammed Alrais as the proprietor.
- d. School:** Any school who participates in this app and puts its information on this app.
- e. User:** A user who registers for using this app by filling in the required information.

3. Formation of Agreement

- a. www.stars.ai** is a web platform ("the Platform") that facilitate the administrative aspect of school education and is aimed at helping parents monitor and oversee the activities of their school going children as well as address their concern of their safety. By using the platform and/or by creating an account in the platform you confirm that you agree to and are bound by the terms of the agreement. In case of disagreement, you should refrain from visiting the website and using its services.
- b. You also represent and warrant that you are at least 18-year-old and that all registration information you submit is accurate and truthful. Individuals under the age of 18 must at all times use our services only in conjunction with and under the supervision of a**

parent or legal guardian who is at least 18-years of age. In all cases, the adult is the user and is responsible for any and all activities.

- c. To use the app a user must register by providing required information in the registration form available on the app. You warrant that the information you input is true, complete and accurate. You also undertake to promptly inform us of any changes to such information by updating your account details at any time. The person information you give us is governed by our privacy policy.
- d. In order to register and access your account you will need to choose a password. It's important that you keep this password confidential because you are entirely responsible if you do not maintain the confidentiality of your password to a reasonably expected standard.
- e. One individual user is allowed to register only one account on the App. You warrant that you will not create fraudulent accounts.
- f. You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes, as well as any operating rules, policies and procedures that may be published from time to time on the site.

4. Usage: Prohibited, questionable and infringing content and activities.

- a. You may use the app only for non-commercial use and only in accordance with these terms and conditions.
- b. You are solely responsible for your conduct and activities on and regarding to the platform, username, graphics, images, photographs, profiles, audio, video, items and links (together, "content") that you submit, post and display on the platform.
- c. Restricted activities: Your content and your use of the platform shall not:
 - i. Be false, accurate or misleading
 - ii. Be fraudulent or involve the sale of illegal, counterfeit or stolen items.
 - iii. Infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy.
 - iv. Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person, or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar

email address, nicknames, or creation of false account(s) or any other method or device.

- v. Be obscene.
- vi. Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- vii. Modify, adapt or hack the platform or modify another website so as to falsely imply that it is associated with the platform;
- d. You may retrieve and display content from the App on a computer or mobile device screen, print and copy individual pages and store such pages in electronic form for your personal use only.
- e. No reverse engineering is allowed.
- f. You must use the App and anything available on the App for lawful purposes ONLY (complying with all applicable laws and regulations) in a responsible manner.
- g. All rights granted to you under these Terms will terminate immediately in the event of any unlawful or irresponsible use and FSEMS reserves the right to immediately terminate your account and take appropriate legal action against you.

5. Content and proprietary rights:

- a. The content, the form and the services of this website are the property of the Company and its affiliates or licensors. The sale, copy, modification, reproduction, lease, rental, loan, distribution or creation of derivative works based on the above content, in whole or in part is prohibited. The Company's graphics, logos, designs, page heads, button icons, scripts, and service names are registered trademarks, trademarks of the Company and may not be used without prior Company's license, including as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.
- b. On the other hand, the present Agreement does not imply any transfer of copyright or intellectual property rights on the content provided by you, to the Company. The Company does not claim any ownership rights on the content, and you hereby expressly acknowledge and agree that your content remains your sole responsibility.
- c. You do declare that your content does not and will not create any liability on the part of the Company, its subsidiaries, affiliates,

successors and assigns, and their respective employees, agents, directors, officers and/or shareholders. Any unauthorized use of protected material within the content may constitute an infringement of third party rights and is strictly prohibited. In case any such claim arises, you declare and agree that you assume the entire responsibility and you will hold the Company and its officers, directors, licensees and employees harmless from any claim or demand made by a third party, and will fully indemnify them for any all direct and indirect damages they may suffer.

6. Amendments:

- a. The company reserves the right, at its sole discretion, to modify the present Agreement at any time. Such changes will become effective immediately after they have been posted on our website, or the Company has otherwise notified you of the change. By continuing to access or use the services after we have posted a modification to the Terms or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the services and, if applicable, cancel your Account.
- b. The Company also reserves the right to change, modify, withdraw or discontinue any of the features, services and functionality of the entire website www.stars.ai at any time and for any reason without prior notice.
- c. You hereby agree that the Company and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any changes or modifications to the website and/or services provided, or for any decision to suspend, discontinue or terminate the website, the services or any part or parts thereof, or your possibility to use or access the same from or within any territory or territories.

- 7. Personal data:** By entering into the present Agreement you declare that the personal data you have entered while creating an account and accurate, current and complete and that you will update such information to keep it accurate, current and complete. The Company has no liability for failure to deliver notices that result from inaccurate account information or otherwise. You also declare that the Company has the right to collect, store, process, use and disclose part or all such information in accordance with the Privacy Policy

8. Assignment: The Company may assign this Agreement and part or all of the rights and obligations arising thereof, to any third party, individual or legal entity, in UAE or abroad, without restrictions.

9. No Warranty – Limitation of Liability:

- a. The use of the platform as well as of any related application is at your own risk. The Platform is provided on an “as is” and “as available” basis. To the fullest extent possible under applicable law, the Company gives no warranty, express or implied, as to the quality, content and availability or fitness for a specific purpose of the platform.
- b. In no event shall the Company, its affiliates, officers, directors, employees, licensees or any third parties be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to any loss of data, service interruption, computer failure or pecuniary loss) arising out of the use of or inability to use the Platform.

10. Access to the App: FSEMS cannot and does not guarantee the continuous, uninterrupted or error-free operability of the App. There may be times when certain features, parts of content of the App or the entire App may become unavailable (on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us in our sole discretion without notice to you. You agree that we shall not be held liable to you or to any third party or any unavailability, modifications, suspension or withdrawal of the App, or any features, parts or content of the App.

11. External Link:

- a. The Platform may contain referrals through links, hyperlinks or advertising banners to third party websites. The availability, content, personal data protection policy, quality and integrity of services of these websites is not subject to the control of the Company. We do not bear any liability whatsoever for the content and functions of any third party website, which are available to the user via links, hyperlinks or banners.
- b. The user expressly and unconditionally accepts that the Company shall not be liable for any loss or damage, direct or indirect, regardless of the specific cause, the name and form, resulting from the availability of the above third party websites or resources, or resulting from any trust exhibited in the integrity, accuracy or existence of any advertising, product or other material contained or available on the above websites or resources.

12.No responsibility for any financial transaction done through the app with any school: PLEASE CAREFULLY NOTE THAT FSEMS SHALL NOT BE RESPONSIBLE FOR ANY FINANCIAL TRANSACTION THAT YOU DO WITH ANY SCHOOL. THIS APP MAY TAKE YOU TO WEBSITES OF DIFFERENT SCHOOLS AND IF YOU DO ANY FINANCIAL TRANSACTION WITH ANY SCHOOL USING SUCH LINK, FSEMS SHALL HAVE NO RESPONSIBILITY FOR ANY SUCH TRANSACTION.

13.Limitation of Liability:

- a. As clearly stated in Clause 1, FSEMS is only working as a bridge between schools and parents to facilitate exchange of information and shall NOT be responsible for any losses.
- b. Further, FSEMS liability with these terms and use of your App is strictly limited to losses that are reasonably foreseeable and directly attributable to your use of the app. Losses are foreseeable where they could be contemplated by you and us at the time of use of the App.

14.Dispute resolution:

- a. All disputes arising under this agreement shall first attempted to be resolved through mutual discussion between the parties.
- b. If the dispute cannot be resolved through mutual discussion it shall be resolved by resorting to compulsory and binding arbitration through an arbitrator mutually appointed by the parties and if the parties cannot agree on choice of arbitrator than as per Article 36 of UAE Arbitration Law.
- c. Any appeal to the award of arbitrator shall be governed by UAE Laws only.

15.Final Provisions:

- a. The user expressly and unconditionally accepts that the Company shall be able to place and/or show advertisements in the scope of this website.
- b. Without limiting any other remedies, the Company may, without notice and without refunding any fees, delay or immediately remove content, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the site, and take technical and legal steps to keep a user off the site and refuse to provide services to a user.

- c. The failure of the Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver or such right or provision.
- d. It's explicitly agreed that the present Agreement is valid also in case of change in the Company's form, registered offices, etc. as long as the legal entity remains the same, as well as in case of assignment.
- e. Should any of the terms of the present Agreement be held invalid or unenforceable by a court for any reason whatsoever, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and such invalidity or unenforceability shall not affect or render invalid the remaining provisions of this Agreement.
- f. This agreement shall be governed and construed by the laws of ____ [Country]. Any dispute, controversy or claim arising out of or in connection with the present Agreement shall be subject to the exclusive jurisdiction of ____ [City in Country]/

16.Contact Us: If you have any questions about the present Terms of Use/Service, please contact us at: info@stars.ai

This agreement is a click-wrap agreement which means thy by clicking in the checkbox you as a user acknowledge that you have read and understood all the terms and conditions of this agreement and have given your acceptance to them. Your clicking in the checkbox implies that you have read all the terms from top to bottom, understood them and agree to them.