

# Bayyinah LLC Terms and Conditions

## 1. Welcome to the Bayyinah LLC website.

The Bayyinah LLC website (the "Site") is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of our tools, services, and functions (collectively, "our site") constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. Some transactions between a purchaser of any service or product that we offer may be subject to additional terms and conditions.

Bayyinah LLC is an educational and spiritually oriented Site that facilitates a user's desire to study the Noble Qur'an in the Arabic language. Users may, through subscription, access various videos, text and other educational tools by which to conduct their studies.

Please note that we may post written guidelines, policies and rules on our Site, and collectively, we refer to these as "The Bayyinah LLC Policies." You must agree to adhere to all Bayyinah LLC Policies in order to use our website's tools, functions, and services to become and remain a subscription member of our site or to use any tool, service or function we provide to non-subscribing visitors. All our Policies are incorporated into these Terms as if fully set forth herein.

By registering as a member of our site, and or by using any of our tools, services and functions as a visitor, you agree to refrain from any behavior that may disrupt our services or cause distress to our user group. Our tools, functions and services are to be accessed and or used only with proper respect for the Islamic religion, culture and its devotees.

## 2. Fees

Your use of the Bayyinah LLC membership mandatory tools, functions and services is subject to the payment of certain fees. Our current Fee Schedule is posted on our website. All fees are subject to change. Additional fees may be added at our sole discretion, particularly when we add new services, but we reserve the right to modify our fee structure in any manner without any prior notice to you.

Fees shall be charged on a monthly basis and are automatically recurring. You may cancel your paid membership at any time. Upon termination of your paid membership, you will no longer be able to access paid membership tools, services and functions.

## 3. Communications

Visiting our site or sending emails to Bayyinah LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices,

disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

#### **4. Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Bayyinah LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Bayyinah LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

If you are under 18, you may use our site only with permission of a parent or guardian.

We do not promise that our site, or any of our products, services, tools or functions will be available 24/7 hours a day. Sometimes our site or functions may be unavailable due to scheduled or unscheduled repairs or other issues that may be outside of our control. You agree to waive any losses that you incur due to any such service outage.

#### **5. Links to third party sites/Third party services**

Our site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Bayyinah LLC and Bayyinah LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Bayyinah LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bayyinah LLC of the site or any association with its operators.

#### **6. Membership**

Your membership requires you to submit your valid email address as well as your valid physical address, as well as your true and correct name. You will be solely responsible for maintaining the security of your user ID and password.

Should you decide to purchase a paid membership, you must be legally eligible to enter into a binding contract, be of at least 18 years of age, submit only true, complete and accurate personally identifiable information to us, keep such information updated and maintain the accuracy of such information.

Your use of our site must not violate the law in any jurisdiction.

We may, at our sole discretion, limit some areas of the site, as well as certain designated tools, services and functions, to members and maintain them as "off limits" to members of the general public.

Your membership is your express agreement that you agree to receive site related email from us from time to time that will contain information and offers from third parties. You will be provided an opt-out function regarding such email communications. Note that we must always have the ability to email you regarding standard business issues regarding the administration of our site and business, and you may not opt-out of such non-marketing related business email communications.

Memberships are not transferrable and may not be sold, exchanged, transferred or given away.

## **7. No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use our site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Bayyinah LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner, which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. You may not use the site to publish any content that we find, in our sole discretion, to be blasphemous or disrespectful to the Islamic culture, people or religion.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Bayyinah LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Bayyinah LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Bayyinah LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Bayyinah LLC or our licensors except as expressly authorized by these Terms.

Unauthorized commercial use of our site or functions is prohibited. License requests for third party use of our content may be sent to us by surface mail at 2300 Valley View Lane Suite 750, Irving, TX 75062 or email at TV@Bayyinah.com.

## **8. International Users**

You agree that you will not use the Bayyinah LLC Content accessed through or via any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **9. Indemnification**

You agree to indemnify, defend and hold harmless Bayyinah Institute, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Bayyinah LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Bayyinah LLC in asserting any available defenses.

### **10. Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration. The arbitrators award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions. Arbitration shall be conducted in Texas.

### **11. Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Employer agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **12. Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BAYYINAH INSTITUTE, LTD AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

BAYYINAH INSTITUTE, LTD AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. BAYYINAH INSTITUTE, LTD AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BAYYINAH INSTITUTE, LTD AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BAYYINAH INSTITUTE, LTD OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **13. Termination/access restriction**

Bayyinah LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, the laws of Texas govern this agreement and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bayyinah LLC as a result of this agreement or use of the Site. Bayyinah Institute's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Bayyinah Institute's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Bayyinah LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable

provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Bayyinah LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Bayyinah LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **14. Changes to Terms**

Bayyinah LLC reserves the right, in its sole discretion, to change the Terms under which our site is offered. The most current version of the Terms will supersede all previous versions. Bayyinah LLC encourages you to periodically review the Terms to stay informed of our updates. Your usage of the site post any published change in these Terms is your express agreement with Bayyinah LLC that you will be bound by each term and condition of the modified Terms.

#### **15. Rules of Conduct**

Definition: “intellectual property” means any material that is copyright protected under US law or the law of any nation, as well as any trademark, trade dress, produce, service, text, software, video, graphic or sound file.

You agree that you will not and you will not assist or permit any third party to:

- copy, store, reproduce, transmit, modify, alter, reverse-engineer, emulate, de-compile, or disassemble our intellectual property in any way, or create derivative works
- use our intellectual property or any part of them to create any tool or software product that can be used to create software applications of any nature whatsoever;
- rent, lease, loan, make available to the public, sell or distribute our intellectual property in whole or in part;
- tamper with our site, or functions, tools or services or circumvent any technology that we employ to protect any content accessible through the subscription Service;
- circumvent any territorial restrictions applied to the our products or services or
- use our site or tools, services or functions in a way that violates these Terms

You may not independently provide any of our intellectual property to any third person or entity or use it in any manner not expressly authorized by us.

You may not violate the law of any jurisdiction while using our site, or our tools, services, functions or products.

You agree not to upload, post, email or otherwise send or transmit or introduce any material that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly with our site or its functions. You agree not to interfere with the servers or networks underlying or connected to our site or our services or to violate any of the procedures, policies or regulations of networks connected to our site. You may not access our site or any product, service, tool, or function in an unauthorized manner.

You agree not to impersonate any other person while using our site, conduct yourself in an offensive manner while using our site or use our site for any illegal, immoral or harmful purpose.

Any user-generated content that you provide us is presented to us by you in conjunction with a mandatory, transferrable, royalty free, perpetual license. This includes any text, graphics, sound files, video files and any other content that is now or will be uploaded to us by you now or in the future. You are solely responsible for any legal issues, liability and damages associated with any content that you upload to us, including any violations of intellectual property laws. We are free to edit, censor or remove any user-generated content but you agree that we have no duty to do so.

#### **16. Linking to our Website**

You may link to our home page, provided you do so in a way that is, in our sole discretion, appropriate and legal and does not damage our reputation or take advantage of it, but 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 from 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 Website unless you have written permission to do so from us. We reserve the right to withdraw linking permission with written notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

#### **17. Assignment**

We are free to assign or transfer this Agreement in whole or in part without any prior notice to you. You have no right to transfer or assign this Agreement.

## **18. Miscellaneous Terms**

### **Severability**

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

### **Entire Agreement**

These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to their subject matter.

### **Third party rights**

Nothing in these terms provide any third party rights.

## **19. Contact Us**

Bayyinah LLC welcomes your questions or comments regarding the Terms:

[TV@Bayyinah.com](mailto:TV@Bayyinah.com)

Bayyinah TV

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