

# Terms and Conditions

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND OUR TERMS AND CONDITIONS AS BY DOWNLOADING THE APP YOU INDICATE THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS THEN DO NOT DOWNLOAD THE APP**

This App is run for Alethia anonymous reporting App (**Alethia**) and references to “we”, “us”, “our” are references to Alethia.

## **1. Availability and registration**

We have made this Alethia anonymous reporting App (the **App**) available to you for your own personal use only and only for the purposes of facilitating your use of the Alethia anonymous reporting App (the **Service**).

You will not be able to use the App until you have registered to use the Service with Alethia. We can refuse to register you for the Service and refuse to allow you to use and/or restrict your use of the App at any time.

## **2. Applicable terms**

Your use of the Service is governed by the terms and conditions as determined by Alethia from time to time (the **Service T&Cs**). These App Terms and Conditions (the **App T&Cs**) supplement and amend the Service T&Cs in respect of your use of the App. By downloading the App you agree to comply with each of the Service T&Cs and the App T&Cs.

We reserve the right to modify these App T&Cs as required. If you continue using the App, you will be bound by any or all modifications made to it.

## **3. Charges**

You may be charged for downloading and/or accessing the App on your mobile phone, tablet or other handheld device (the **Device**). These may include data roaming. All these charges are solely your responsibility. We will not charge a separate fee for accessing the App, but you may be charged fees for using the Service. These fees will be as set out in the Service T&Cs.

## **4. Minimum system requirements**

The App will only work on compatible Devices and operating systems and certain functionality will only work if your Device is connected to the internet. Some features may also only be available with certain operating systems.

## **5. Use of your personal information**

Your personal information is processed under applicable law. Details of the information we collect and how we use it, including where this is shared with third parties and/or processed outside Dubai, is as set out in the Service T&Cs.

Through your use of the App we also collect and use touch ID, store your username, language selection, country selection and location data and our use of this personal information is subject to your opt-in choice and the applicable provisions in the Service T&Cs.

Certain functionality of the App may need to access your Device and information stored on it so that it works properly. By using the App you consent to this.

## **6. Your use of the App**

You must comply with these App T&Cs as these apply to your use of the App and the Service T&Cs apply to your use of the Service that you access and use through the App. Any violation of these App T&Cs or the Service T&Cs may result in the termination of your access to the App and/or the Service.

You may only use the App for your own personal use and not in connection with any commercial endeavours. You must not send it to anyone else or copy or modify any part of it in any way.

You must not attempt to extract any source code from the App, disassemble it or make any derivative versions, or attempt to interrupt or decipher the transmissions between the App and our systems.

You must not use the App for any of the following purposes:

- (a) anything unlawful or illegal or which is fraudulent or malicious or which promotes any criminal activity or provides information about the same;
- (b) anything which is defamatory, harassing or threatening or which otherwise infringes or violates the rights of others. This includes any information that you may add or upload to the App;
- (c) interfering in any way with any other user of the App; and/or
- (d) knowingly introducing viruses or other malicious or harmful material or using it in connection with unsolicited communications.

You must not use the App in a way that may damage or impair the App, the Service or our underlying systems and security.

As the App facilitates anonymous reporting, security and confidentiality is of paramount importance. You must keep your Device secure and properly close the App after each use. You must ensure that any security details, personal information and all other information that you provide to us via the App or otherwise is complete, accurate and up to date.

## **7. Intellectual property rights**

The App and all copyright, database rights, trade marks and other intellectual property rights related to it belong to us or our licensors.

## **8. Our responsibilities to you**

While we will endeavour to ensure that the App is normally available 24 hours a day, we shall not be liable if for any reason the App is not available at any time or for any period. Access to the App may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. For the avoidance of doubt, we shall not be liable for any loss or liability which may be suffered or incurred by you as a result of any suspension of, or interruption to, the operation of the App.

The App, including all content on or available through the App, is provided on an 'as is' basis and we do not make any representation or give any warranty in respect of the App or any of its content. In particular, but without limitation, we do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content contained on the App. The content of the App is not intended as advice and should not be relied upon.

We do not accept any responsibility to you for:

(a) malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send or the material you access via the App;

(b) any losses or delays in transmission of messages or material you access arising out of the use of any Internet access service provider or mobile network service provider or caused by any browser or other software which is not under our control;

(c) viruses that may infect your computer equipment or other property on account of your access to or use of the App or your accessing any materials on the App;

(d) any unauthorised use or interception of any message or information before it reaches the App or our servers from the App;

(e) any unauthorised use of or access to data relating to you or your transactions/dealings which is held by us (unless such use or access is caused by our negligence, fraud or failure to comply with laws relating to the protection of your data), to the extent permitted by local law;

(f) any content provided by third parties.

## **9. Limitations of liability**

There are provisions on liability in the Service T&Cs that also apply in connection with these App T&Cs and your use of the App.

In addition, we and our officers, directors, employees, shareholders or agents, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in wrongdoing (including without limitation negligence), contract or otherwise) in any way or in connection with:

(a) the App and your use, delay in use or inability to use the App or if it does not work as you expect or would like or if it contains any defects or errors and whether or not we correct any of those defects or errors;

(b) your access to and use of any material on the App or material linked to or referred to on the App; and/or

(c) any loss or damage to your Device or any other hardware or software you use in connection with the App, including in connection with any viruses that may affect the same on account of your downloading and use of the App.

You acknowledge that use of the App is dependent on third parties, including your own network providers, and that we are not liable for any acts or omissions of those third parties.

If we or our officers, directors, employees, shareholders or agents do have any liability to you for any kind of loss or damage for any reason under or in connection with these App T&Cs and/or the Service T&Cs, you agree that you shall not recover more than once for that same loss and/or damage regardless of whether your claim(s) are made under or in connection with any or both of these App T&Cs and/or the Service T&Cs.

Nothing in these App T&Cs shall exclude any party's liability for: (a) death or personal injury arising through negligence; (b) fraudulent misrepresentation; and/or (c) anything else that cannot be excluded or limited by us under any applicable law.

You shall indemnify us (and you shall keep us indemnified) and hold us and our directors, employees, agents and representatives harmless against any claim, loss, expense, liability or damages suffered by us resulting from your breach of these App T&Cs.

#### **10. Termination and suspension**

We may terminate or suspend your use of the App with or without notice at any time and without any liability to you. Upon any termination your right to use the App, and any other rights or permissions granted to you in these App T&Cs, will end and you must stop using the App and delete it from your Device.

#### **11. Law and jurisdiction**

These App T&Cs and any dispute or claim arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) will be governed by the law of Dubai and the parties agree that the courts of Dubai will have exclusive jurisdiction to settle any such disputes or claims.