

TERMS OF SERVICE

Last updated: 3 January 2025

These Terms of Service (the “**Terms**”) govern your access to and use of the Aleem language-learning service, including our iOS mobile application and any related websites, content, features and services (together, the “**Service**”).-----

1. GENERAL PROVISIONS

1.1. Contractual Parties and Definitions

Term	Definition
Aleem Labs, we, us, our	LTD “ALEEM LABS”, BIN 250840008956, registered at: Shymkent city, microdistrict Shugyla, Altyn Gasyr street, building 27, Republic of Kazakhstan. Your contractual counterparty is Aleem Labs.
Parent Company	The U.S. C-corporation that owns all intellectual property rights to the Aleem product ecosystem and licenses the Service to Aleem Labs.
Aleem Group	Aleem Labs, the Parent Company, and any other affiliates that directly or indirectly participate in providing or supporting the Service (e.g., infrastructure, AI, payment processing).

1.2. Scope and Applicability These Terms constitute a legally binding agreement between you and Aleem Labs regarding your access to and use of the Service. **a) Coverage:** The Terms apply to our iOS mobile application, any related web interfaces, and any future platforms or devices we may support. **b) Users:** These Terms apply equally to all visitors, registered free users, and paid subscribers of the Service.

1.3. Additional Terms and Policies Your use of the Service is also governed by specific documents incorporated herein by reference (the “Additional Terms”). **a) Documents:** These include, but are not limited to, our Privacy Policy, Subscription Terms, and any specific rules regarding promotions or contests. **b) Order of Precedence:** In the event of a direct conflict between these Terms of Service and any Additional Terms, the Additional Terms shall control solely with respect to the specific subject matter or feature they address.

1.4. Modifications to the Service Aleem Labs is constantly developing and improving the Service. **a) Discretion:** We reserve the right, at our sole discretion, to add, modify, suspend, or remove features, content, designs, or AI interaction modes (e.g., speaking, chat) at any time. **b) No Guarantee:** You acknowledge that the Service is not static. We do not guarantee that any specific feature or content available today will remain available in the future. **c) Notification:** For changes that materially affect your rights or the core functionality of the Service, we will make reasonable efforts to provide notice via the App or email.

1.5. Amendments to Terms We may update these Terms from time to time to reflect changes in our business, the Service, or applicable laws. **a) Publication:** We will publish the revised version of the Terms within the App or on our website and update the “Last Updated” date. **b) Effective Date:** Changes become effective immediately upon publication unless a different date is specified. **c) Acceptance:** Your continued use of the Service after the effective date constitutes your binding acceptance of the new Terms. **d) Rejection:** If you do not agree to the updated Terms, your sole remedy is to stop using the Service and cancel your Subscription in accordance with Section 5.

1.6. Language and Interpretation **a) English Version:** These Terms are drafted in the English language. This English version is the authoritative and governing text. **b) Translations:** Any translations provided are for your convenience only. In case of any inconsistency or discrepancy between the English version and a translated version, the English version shall prevail to the fullest extent permitted by applicable law.

1.7. Compliance with Local Laws **a) User Responsibility:** You may not use the Service if such use is prohibited by the laws of your country of residence or location. **b) No Local License:** By using the Service, you represent that your access does not require Aleem Labs to obtain any additional license, registration, or consent in your specific jurisdiction.

2. DESCRIPTION OF SERVICE

2.1. Overview and Scope The Service is an AI-powered language-learning platform delivered primarily through our iOS mobile application (the “App”) and supplemented by associated web-based tools and cloud services. **a) Core Technology:** The Service utilizes advanced artificial intelligence, including natural language processing (NLP), large language models (LLMs), and adaptive algorithms to create personalized learning experiences. **b) Compliance:** Aleem Labs operates the Service globally in compliance with applicable frameworks, including GDPR (EU/UK), CCPA/COPPA (USA), and other relevant digital safety regulations. **c) Personalization:** The content, difficulty, and pacing of the Service are dynamically adjusted based on your user profile, proficiency level, and interaction history.

2.2. Core Features and Functionality The Service encompasses various interactive learning modules. **You acknowledge that the Service is dynamic and that the features listed below are strictly illustrative. They may not be available to all users and are subject to change,**

suspension, or removal at any time. **a) AI Lessons & Practice:** Adaptive lessons that may include reading, listening comprehension, vocabulary building, and grammar drills generated in real-time. **b) Speaking & Pronunciation:** Features using automated speech recognition (ASR) to evaluate fluency and pronunciation. **Note:** All scoring is algorithmic and approximate; it does not constitute a professional linguistic certification. **c) Writing & Feedback:** Tools allowing you to draft text where AI analyzes grammar and style. **Disclaimer:** AI feedback is automated and may occasionally suggest incorrect or contextually inappropriate corrections. **d) AI Chat Interface:** A simulated conversational interface for practice. You acknowledge that you are interacting with an artificial intelligence system, not a human tutor. **e) Smart Review (SRS):** A spaced-repetition system that schedules vocabulary reviews based on your memory retention data. **f) Feature Volatility and Sole Remedy:** Aleem Labs does not guarantee the continued availability of any specific feature or learning mode. We may significantly alter the functionality of the App (e.g., removing the Chat mode or changing the speaking algorithms) without prior notice. **If you are dissatisfied with any modification to the Service or the removal of any feature, your sole and exclusive remedy is to stop using the Service and cancel your Subscription.**

2.3. AI Limitations and Disclaimers You acknowledge that the Service relies on evolving AI technologies which have inherent limitations. **a) Accuracy:** AI-generated content may contain factual errors, grammatical inaccuracies, or "hallucinations" (plausible-sounding but false information). We do not warrant the accuracy of any AI output. **b) No Professional Advice:** The Service is for educational purposes only. You agree not to rely on AI translations or explanations for critical high-stakes situations, including legal, medical, or immigration matters. **c) Content Safety:** While we employ safety filters, AI models may rarely produce biased or unexpected output. You agree to report such instances to our support team.

2.4. Service Availability and Geography Access to the Service is subject to global internet regulations and local laws. **a) Global Access:** The Service is generally available worldwide, but specific features may be restricted in certain regions due to licensing or local laws. **b) Restricted Jurisdictions:** We reserve the right to block access from countries subject to comprehensive US, EU, or UN sanctions (e.g., embargoed territories) or where providing the Service would violate local law. **c) Platform Dependencies:** Availability is also contingent on the policies and uptime of the Apple App Store, Google Play Store, and our third-party cloud infrastructure providers.

2.5. Beta and Experimental Features Aleem Labs may periodically test new AI capabilities. **a) "As Is" Basis:** Features labeled as "Beta," "Experimental," or "Early Access" are provided for testing purposes only, without any performance guarantees. **b) Volatility:** These features may be unstable, may change drastically, or may be removed entirely without prior notice.

2.6. No Guarantee of Educational Outcomes The Service is a tool to assist self-study. **a) Results:** Aleem Labs makes no representations or warranties regarding your ability to learn a specific language, achieve a certain proficiency level, or pass standardized exams (e.g., IELTS, TOEFL) solely by using the Service. **b) Factors:** Learning outcomes depend entirely on your individual effort, prior knowledge, time investment, and aptitude.

2.7. Modification of Service We are constantly improving the App. **a) Right to Change:** Aleem Labs reserves the right to modify, suspend, or discontinue any aspect of the Service (including specific AI modes or exercises) at any time. **b) Updates:** We may push automatic updates to the App on your device to ensure security and functionality. Continued use of the App requires the installation of these updates.

3. ACCEPTANCE OF TERMS (OFFER ACCEPTANCE)

3.1. Legal Acceptance By accessing, downloading, or using any part of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any Additional Terms. **a) Binding Agreement:** Your acceptance creates a legally binding contract between you and Aleem Labs (acting under license from the Parent Company). **b) Mandatory Nature:** If you do not agree to these Terms in their entirety, you are strictly prohibited from using the Service and must delete the App immediately.

3.2. Methods of Acceptance You accept these Terms (the “Offer”) fully and unconditionally through any of the following actions: **a) User Actions:** Downloading the App, creating an account, clicking “I Agree” (or a similar button), or logging in via third-party providers (Apple/Google). **b) Usage:** accessing any feature of the Service, including AI lessons, exercises, or chat functions, regardless of whether you are a free or paid user. **c) Transaction:** Purchasing a Subscription or making any in-app transaction. **d) Legal Equivalence:** In accordance with global digital commerce laws (including the US E-SIGN Act and EU E-Commerce Directive), your electronic acceptance carries the same legal weight as a handwritten signature.

3.3. Age Restrictions and Parental Responsibility The Service is intended for general audiences, but specific age restrictions apply based on your jurisdiction. **a) Minors:** If you are under the age of digital consent in your country (e.g., under 13 in the US, under 16 in the EU/UK), you may use the Service only with the express permission and supervision of a parent or legal guardian. **b) Guardian Liability:** By allowing a minor to use the Service, the parent or guardian accepts these Terms on the minor’s behalf and assumes full financial and legal responsibility for the minor’s actions and data privacy. **c) Compliance:** Aleem Labs reserves the right to suspend or delete any account if we believe it is used by a minor without the necessary parental consent required by COPPA, GDPR, or local law. Aleem Cancels

3.4. Entity Representation If you access the Service on behalf of a company, school, or other organization: **a) Authority:** You represent and warrant that you have the legal authority to bind that entity to these Terms. **b) Interpretation:** In such cases, references to “you” in this Agreement apply to both the individual user and the represented entity.

3.5. Geographic and Legal Eligibility By accepting these Terms, you confirm your eligibility to use the Service under international laws. **a) Sanctions Compliance:** You represent that you are not located in a country or territory that is subject to comprehensive US, EU, or UN sanctions or

embargoes. **b) Prohibited Lists:** You verify that you are not listed on any US, EU, or local government list of prohibited or restricted parties.

3.6. Ongoing Acceptance of Updates Aleem Labs may update these Terms as the Service evolves. **a) Re-Acceptance:** Your continued use of the Service after any updates to these Terms become effective constitutes your binding acceptance of the revised Terms. **b) Right to Reject:** If you do not agree to the updated Terms, your sole remedy is to stop using the Service and cancel any active Subscriptions before the next billing cycle.

4. REGISTRATION AND ACCOUNT SECURITY

4.1. Account Creation and Eligibility To access most features of the Service, you must register a user account. **a) Registration Methods:** You may create an account using a valid email address or through third-party authentication services supported by us (e.g., Apple ID, Google Account). **b) Eligibility:** By creating an account, you represent that you meet the age requirements specified in Section 3 and are not barred from using the Service under the laws of any applicable jurisdiction. **c) Accurate Information:** You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

4.2. Third-Party Authentication If you choose to log in using a third-party service (such as “Sign in with Apple” or Google): **a) Data Authorization:** You authorize us to access and use certain information from your third-party account as permitted by that provider’s terms and your privacy settings. **b) Provider Responsibility:** We do not manage your credentials for these third-party services. The security of your Apple ID or Google Account is governed by the terms and policies of the respective provider. Aleem Labs is not liable for any login issues arising from third-party system outages or security breaches.

4.3. Account Security and Confidentiality You are solely responsible for maintaining the confidentiality of your login credentials. **a) Activity Liability:** You accept full responsibility for all activities that occur under your account, whether or not you have authorized them. **b) Device Security:** You are responsible for restricting access to your mobile device or computer to prevent unauthorized use of the Service. **c) Notification of Breach:** You must immediately notify Aleem support if you discover or suspect any security breach or unauthorized use of your account. We are not liable for any loss or damage arising from your failure to comply with these security obligations.

4.4. Prohibited Account Activities Your account is personal to you and may not be shared. **a) Non-Transferability:** You may not sell, trade, gift, or otherwise transfer your account or subscription to another person. **b) No Credential Sharing:** Sharing your login credentials with others to allow multiple users to access a single paid subscription is strictly prohibited. **c)**

Educational/Business Use: If you wish to use the Service for a class, business, or organization, you must obtain a separate enterprise or educational license from Aleem Labs.

4.5. Account Suspension and Termination Aleem Labs reserves the right to suspend or terminate your account at our sole discretion. **a) Grounds for Suspension:** We may limit or block your access if we detect suspicious activity, violation of these Terms, misuse of our AI features (e.g., generating prohibited content), or requests by law enforcement. **b) Inactive Accounts:** We reserve the right to delete accounts that have been inactive for an extended period (e.g., more than 12 months), provided there is no active paid subscription associated with the account.

4.6. Account Deletion You have the right to delete your account at any time. **a) Deletion Process:** You may request account deletion directly through the settings menu in the App or by contacting our support team. **b) Data Removal:** Upon deletion, your personal data, learning progress, and history will be removed or anonymized in accordance with our Privacy Policy and applicable laws (GDPR/CCPA). **c) Subscription Cancellation:** Deleting your account **does not** automatically cancel your Subscription with Apple. You must manually cancel your subscription via Apple ID Settings to avoid future charges.

5. SUBSCRIPTIONS, BILLING AND PAYMENTS

5.1. Free and Paid Services The Service operates on a “Freemium” model. **a) Free Access:** Certain features of the App may be available to you free of charge. We reserve the right to limit the functionality, content, or AI interactions available to free users at any time without notice. **b) Paid Subscriptions:** Full access to the Service, including unlimited AI lessons, advanced speaking practice, and premium content, requires a paid subscription (the “Subscription”). **c) Lifetime Access:** We may offer a “Lifetime” plan, which constitutes a one-time payment for indefinite access to the Service for the duration of the product’s life. This does not guarantee access to future features that may be released as separate add-on products.

5.2. Billing via App Store (Merchant of Record) Since the Service is primarily distributed via the Apple App Store, all billing and transaction processes are handled by Apple. **a) Payment Authorization:** By purchasing a Subscription, you authorize Apple to charge your designated payment method for the selected plan fees and any applicable taxes. **b) Third-Party Processor:** Aleem Labs does not store your credit card details or process payments directly. All financial transactions are subject to Apple’s Media Services Terms and Conditions. **c) Currency:** You will be charged in the currency associated with your Apple ID account settings.

5.3. Free Trials We may offer a free trial period for new users (e.g., 3 days or 7 days). **a) Conversion to Paid:** Unless you cancel the trial at least 24 hours before it ends, the trial will automatically convert into a paid Subscription, and Apple will charge your account for the full subscription period. **b) Forfeiture:** Any unused portion of a free trial may be forfeited if you purchase a Subscription before the trial period expires, depending on Apple’s policies.

5.4. Automatic Renewal Your Subscription will automatically renew at the end of each billing cycle (e.g., monthly or annually) unless you turn off auto-renew at least 24 hours before the current period expires. **a) Timing:** Your account will be charged for renewal within 24 hours prior to the end of the current period. **b) Rate:** The renewal will occur at the then-current price for your selected plan, unless we have notified you of a price increase in advance.

5.5. Cancellation of Subscription You may cancel your Subscription at any time. **a) How to Cancel:** To cancel, you must go to your **Apple ID Settings / Subscriptions** on your iOS device. Uninstalling the App or deleting your account within the App **does not** cancel your Subscription or stop charges. **b) Effect of Cancellation:** Cancellation stops future billing. You will retain access to the paid features until the end of the current billing period. **c) No Partial Refunds:** There are no refunds or credits for partially used billing periods, except as required by applicable law.

5.6. Refunds Because Aleem Labs does not process payments directly, we cannot issue refunds ourselves. **a) Apple Policy:** All refund requests must be submitted directly to Apple Support. Refunds are granted at Apple's sole discretion in accordance with their refund policies. **b) Statutory Rights (EU/UK):** If you are a consumer in the EU or UK, you may have a statutory right of withdrawal within 14 days of purchase. This right must be exercised through Apple's support channels. If Aleem used different source of payment acceptance, reach out to support@aleem.io for additional information about the refunds.

5.7. Price Changes Aleem Labs reserves the right to change subscription plans or adjust pricing for the Service in any manner and at any time using Apple's pricing tools. **a) Notification:** Any price changes will take effect following notice to you (provided via the App Store, email, or in-app notification). **b) Consent:** If you do not agree to the price change, you must cancel your Subscription before the price change goes into effect.

5.8. Taxes You are responsible for any applicable sales tax, VAT, GST, or similar taxes imposed by your local jurisdiction. These are typically calculated and collected automatically by Apple at the time of purchase.

6. USER CONDUCT AND CONTENT

6.1. User Content Definition "User Content" refers to any text, audio recordings, images, feedback, creative prompts, lesson responses, or other materials that you upload, speak, input, or transmit through the Service. **a) Responsibility:** You are solely responsible for all User Content you contribute to the Service. **b) Ownership:** You retain ownership of your intellectual property rights in your User Content, subject to the license granted below.

6.2. Broad License for AI Training By using the Service, you grant Aleem Labs, its Parent Company, and affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable (except as provided in Section 6.7), and sublicensable license to: **a) Service Operation:** Use, copy, store, transmit, reformat, translate, and display your User Content to provide and maintain the Service. **b) Machine Learning & Model Training:** Explicitly use **all** your User Content (including

voice recordings, text inputs, corrections, interaction logs, and progress data) to train, fine-tune, and improve our artificial intelligence models, algorithms, and educational materials. You acknowledge that your data helps improve the Service for all users.**c) Derivative Works:** Create derivative works based on your User Content (e.g., generating personalized summaries or aggregating learning patterns).

6.3. Acceptable Use of AI You agree not to misuse the AI features of the Service. Specifically, you are prohibited from:**a) Prompt Injection:** Attempting to influence the AI to ignore its safety guidelines, reveal its underlying instructions (“system prompts”), or perform actions outside the intended scope of language learning.**b) Toxic Generation:** Intentionally generating content that is hateful, harassing, sexually explicit, violent, or promotes illegal acts.**c) Misinformation:** Using the AI to generate or disseminate false information or deepfakes intended to deceive others.

6.4. Prohibited Conduct In using the Service, you agree not to:**a) Illegal Activity:** Violate any applicable national or international law.**b) Reverse Engineering:** Attempt to decompile, reverse engineer, or derive the source code or underlying algorithms of the App or our AI models.**c) Automated Access:** Use any robot, spider, scraper, or other automated means to access the Service without our express written permission.**d) Impersonation:** Impersonate any person or entity.

6.5. Content Moderation**a) Right to Remove:** We reserve the right, at our sole discretion, to remove or refuse to display any User Content that violates these Terms.**b) No Liability:** We accept no liability in respect of any User Content submitted by you.

6.6. Feedback Any ideas or suggestions (“Feedback”) you provide to us are non-confidential and become the sole property of Aleem Labs. We may use Feedback for any purpose without acknowledgment or compensation to you.

6.7. Data Retention and Revocation**a) Continuous Storage:** We retain your User Content and associated metadata to continuously train our models and personalize your experience for as long as your account remains active.**b) Revocation via Account Deletion:** The only method to revoke the license granted in Section 6.2 and remove your personal data from our active databases is to **permanently delete your account**. Upon confirmed deletion, your personal identifiers and raw User Content will be removed from our systems.**c) Aggregated Data:** You acknowledge that data previously aggregated, anonymized, or fully integrated into our AI models (where it cannot be isolated or linked back to you) may be retained permanently for research and system integrity.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Ownership of the Service You acknowledge and agree that the Service, including but not limited to the App, source code, object code, API, database structure, design, graphics, text, user interface, audio, and the underlying artificial intelligence models and algorithms

(collectively, the “Aleem Intellectual Property”), is the proprietary property of Aleem Labs, its Parent Company, or its licensors. **a) Protection:** Aleem Intellectual Property is protected by copyright, trademark, patent, trade secret, and other intellectual property laws of the United States, Kazakhstan, and other jurisdictions. **b) Reservation of Rights:** Except for the limited license expressly granted to you in these Terms, Aleem Labs retains all right, title, and interest in and to the Service. No rights are granted to you by implication or otherwise.

7.2. Limited License to Use Subject to your complete compliance with these Terms, Aleem Labs grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service. **a) Personal Use Only:** This license is strictly for your personal, non-commercial language learning purposes. **b) No Commercial Exploitation:** You may not reproduce, distribute, sell, lease, or create derivative works of any part of the Service (including AI-generated lessons, stories, or corrections) for any commercial purpose without our prior written consent.

7.3. Trademarks The “Aleem” name, the Aleem logo, and other related graphics, logos, service marks, and trade names used on or in connection with the Service are the trademarks of Aleem Labs or its Parent Company. **a) Restrictions:** You may not use these trademarks in connection with any third-party product or service in a manner that is likely to cause confusion or in any way that disparages or discredits Aleem. **b) No License:** Nothing in these Terms gives you a right to use the Aleem trademarks.

7.4. AI-Generated Educational Content While you retain rights to your own inputs (as per Section 6), the educational content generated by the Service for you (e.g., adaptive lesson plans, AI-generated stories, grammar explanations, and corrected exercises) constitutes part of the Service’s content. **a) Usage Rights:** You may use this content solely for your personal study. **b) No Harvesting:** You are prohibited from using scripts or manual processes to harvest AI-generated content to build a competing dataset or service.

7.5. Copyright Infringement (DMCA/Notice and Takedown) We respect the intellectual property rights of others. **a) Notification:** If you believe that any material available on the Service infringes your copyright, please notify us immediately by contacting our support team (see Section [Contact Information]). **b) Response:** We will respond to clear and valid notices of alleged infringement in accordance with the US Digital Millennium Copyright Act (DMCA) and other applicable laws, which may include removing the alleged infringing content or terminating the accounts of repeat infringers.

8. DISCLAIMER OF WARRANTIES

8.1. “As Is” and “As Available” **a) No Warranties:** To the fullest extent permitted by applicable law, the Service is provided to you on an “AS IS” and “AS AVAILABLE” basis, with all faults and without warranty of any kind. **b) Disclaimer:** Aleem Labs, its Parent Company, affiliates, and licensors expressly disclaim all warranties, whether express, implied, statutory, or otherwise,

including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

8.2. No Guarantee of Learning Results We provide tools for language learning, but we cannot engage for your brain. **a) Educational Outcomes:** We do not warrant that use of the Service will result in any specific language proficiency, fluency, improved test scores (e.g., IELTS, TOEFL), or professional advancement. **b) Individual Progress:** You acknowledge that language learning results vary significantly based on individual effort, aptitude, and time invested.

8.3. AI Accuracy and Reliability The Service utilizes experimental artificial intelligence technologies. **a) No Accuracy Warranty:** We do not warrant that the AI-generated content (including translations, grammar corrections, chat responses, and voice synthesis) will be accurate, reliable, complete, or error-free. **b) Hallucinations:** You understand that AI models may occasionally produce “hallucinations” (plausible-sounding but factually incorrect statements) or offensive output. You use such features at your own risk.

8.4. Technical Reliability and Security We do not guarantee that the Service will function without interruption or errors. **a) Interruptions:** We do not warrant that the Service will be available at any particular time or location, or that any defects or errors will be corrected. **b) Security:** While we implement strong security measures, we do not warrant that the Service is free of viruses, malware, or other harmful components. **c) Data Loss:** You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content, or other material obtained from the Service.

8.5. Third-Party Dependencies The Service depends on third-party platforms (Apple App Store, cloud providers). **a) External Failures:** Aleem Labs is not responsible for any technical malfunctions, outages, or policy changes of Apple, Google, or other third-party service providers that may affect your access to the App.

9. LIMITATION OF LIABILITY

9.1. Exclusion of Certain Damages To the maximum extent permitted by applicable law, Aleem Labs, its Parent Company, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages. **a) Included Damages:** This exclusion includes, but is not limited to, loss of profits, loss of data, loss of opportunities, business interruption, or any other intangible losses. **b) Application:** This applies even if Aleem Labs has been advised of the possibility of such damages and regardless of whether the claim is based on contract, tort (including negligence), or any other legal theory.

9.2. Liability Cap In no event shall the total aggregate liability of Aleem Labs for all claims arising out of or related to these Terms or the use of the Service exceed the amount you paid to us for the Service. **a) Specific Limit:** The maximum liability is limited to the total amount of subscription fees paid by you to Aleem Labs during the twelve (12) months immediately

preceding the event giving rise to the claim. **b) Minimum Cap:** If you are a free user and have paid nothing, you agree that our total liability shall not exceed fifty US dollars (\$50.00).

9.3. Essential Purpose You acknowledge that the pricing of the Service (including the availability of a free tier) is based on the limitations of liability and disclaimers of warranties set forth in these Terms. **a) Risk Allocation:** These limitations are a fundamental element of the agreement between you and Aleem Labs and represent a fair allocation of risk. **b) Survival:** These limitations will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

9.4. Jurisdictional Limitations Some jurisdictions (such as certain states in the US or certain EU member states) do not allow the exclusion or limitation of certain warranties or liabilities. **a) Legal Rights:** In such cases, the limitations set forth in this Section 9 will apply only to the maximum extent permitted by the laws of such jurisdictions. **b) Severability:** If any part of this section is held to be invalid, the remaining parts shall continue in full force and effect.

10. INDEMNIFICATION

10.1. Obligation to Indemnify You agree to defend, indemnify, and hold harmless Aleem Labs, its Parent Company, affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Service.

10.2. Scope of Indemnity This indemnification obligation covers, without limitation, claims arising from: **a) User Content:** Any text, audio, or materials you upload or transmit through the Service that infringes the intellectual property, privacy, or other rights of a third party. **b) Misuse of AI:** Your use of the App's AI features to generate illegal, offensive, or prohibited content, or your violation of the acceptable use policies outlined in Section 6. **c) Legal Violations:** Your violation of any applicable local, state, national, or international law or regulation while using the Service. **d) Account Activity:** Any activity that occurs under your account, whether authorized by you or not.

10.3. Defense Control **a) Exclusive Control:** Aleem Labs reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. **b) Cooperation:** In such an event, you agree to cooperate fully with Aleem Labs in asserting any available defenses. **c) Settlement:** You shall not settle any claim affecting Aleem Labs or its reputation without our prior written consent.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Governing Law These Terms and any action related thereto will be governed by the laws of the **State of Delaware, United States**, without regard to its conflict of laws provisions. **a)**

Exclusion: The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

11.2. Mandatory Binding Arbitration **a) Agreement to Arbitrate:** In the interest of resolving disputes between you and Aleem Labs in the most expedient and cost-effective manner, you and Aleem Labs agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. **b) No Judge or Jury:** Arbitration is less formal than a lawsuit in court. It uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. You acknowledge that you are giving up the right to litigate claims in a court before a judge or jury. **c) Rules:** The arbitration will be administered by the **American Arbitration Association (AAA)** in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes.

11.3. Class Action Waiver **YOU AND ALEEM LABS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** **a) No Consolidation:** Unless both you and Aleem Labs agree otherwise, the arbitrator may not consolidate more than one person's claims. **b) Enforcement:** If this specific Class Action Waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

11.4. Jurisdiction and Venue If for any reason a claim proceeds in court rather than in arbitration: **a) Venue:** You and Aleem Labs agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Delaware. **b) Forum Non Conveniens:** You waive any objection to such jurisdiction or venue based on the doctrine of *forum non conveniens*.

11.5. Exceptions for International Users (EU/UK) If you are a consumer residing in the European Union or the United Kingdom, strictly mandatory consumer protection laws of your country of residence may apply to you, and you may have the right to bring legal proceedings in your local courts. Nothing in these Terms affects your statutory rights as a consumer to rely on such mandatory provisions of local law.

12. MISCELLANEOUS

12.1. Severability If any provision of these Terms is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction: **a) Modification:** The provision will be modified or limited to the minimum extent necessary so that it remains enforceable. **b) Validity:** If modification is not possible, the provision will be severed from these Terms, and the remaining provisions will remain in full force and effect.

12.2. Assignment **a) By You:** You may not assign, transfer, or delegate these Terms or your rights and obligations hereunder without Aleem Labs' prior written consent. **b) By Aleem Labs:** Aleem Labs may freely assign, transfer, or delegate these Terms and its rights and obligations

without restriction (e.g., in connection with a merger, acquisition, sale of assets, or corporate reorganization).

12.3. Entire Agreement These Terms, together with the Privacy Policy and any other documents expressly incorporated by reference, constitute the entire and exclusive understanding and agreement between you and Aleem Labs regarding your use of the Service. They supersede all prior oral or written understandings or agreements.

12.4. No Waiver The failure of Aleem Labs to enforce any right or provision of these Terms will not constitute a waiver of such right or provision. A waiver of any default or breach will not constitute a waiver of any subsequent default or breach.

12.5. Electronic Communications By using the Service, you consent to receive electronic communications from us (e.g., via email, push notifications, or in-app messages). You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

12.6. Export Compliance You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce. **a) Prohibited Regions:** You represent and warrant that you are not located in a country or territory that is subject to a U.S. government embargo (e.g., Cuba, Iran, North Korea, Syria, Crimea region). **b) Denied Parties:** You represent that you are not listed on any U.S. government list of prohibited or restricted parties.

12.7. Contact Information If you have any questions about these Terms or the Service, please contact us at:

Aleem Labs Email: support@aleem.io

Address: Shymkent city, microdistrict Shugyla, Altyn Gasyr street, building 27, Republic of Kazakhstan.