



The Institute of Ismaili Studies

## **IIS Digital Curriculum (IISDC) Platform Terms of Use** (Updated on 12 Apr 2022)

**The IIS Digital Curriculum (IISDC) Platform is owned and operated by Islamic Publications Limited, 10 Handyside Street, London, UK. By subscribing to and using the IISDC Platform, you are accepting the following Terms of Use (together with the documents referred to in it).**

**These Terms of Use refer to the IISDC Platform Privacy Policy, which also apply to your use of the IISDC Platform as a subscriber. The Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the IISDC Platform, you consent to such processing, and you warrant that all data provided by you is accurate.**

### **1. INTRODUCTION**

- 1.1 This is an “Agreement” between the subscriber (“you”) and Islamic Publications Limited, the publishing arm of the Institute of Ismaili Studies (also referred here as “IPL”, “IIS”, “The Institute”, “we”, or “us”). We are a company registered in England and Wales under company number 01516365 and have our registered office at 10 Handyside Street, London, United Kingdom, N1C 4DN.
- 1.2 The IISDC Platform (also referred here as “the Platform”) is a subscription-based digital service that provides in a digital form curriculum materials developed by the Institute of Ismaili Studies for the Ismaili community, and published by Islamic Publications Limited. These materials consist of textbooks, teachers and parents guides, activity books, posters, picture cards, and other resources (also referred here as “contents”) for use by subscribers to the platform.
- 1.3 Any reference to the term “the IISDC Platform” in the Terms of Use and the Privacy Policy includes the use of the authorised Online (Kitaboo) Reader and offline Windows, MacOS, Android and iOS apps used for accessing the IIS Digital Curriculum.
- 1.4 The IISDC Terms of Use also apply to the IISDC Registration Systems, consisting of the IISDC Registration Web App (RWA) and IISDC Access Code Cards (ACC), used for registration and subscription purposes.
- 1.5 By using the IISDC Platform, you agree to be bound by the terms of this Agreement on behalf of yourself and all members of your household who use the IISDC Platform under your account. If you do not accept the terms of this Agreement, you are prohibited from using the IISDC Platform.
- 1.6 We may revise these terms of use at any time by amending this document. Please check the terms from time to time to take notice of any changes we have made, as they are binding on you.
- 1.7 These terms of use are effective from 15 November 2021.

### **2. SUBSCRIPTION AND CANCELLATION**

- 2.1 You agree for an authorised IISDC Registration Administrator to subscribe you (and renew your subscription) to the IISDC Platform either through the IISDC Registration Web App (RWA) or by providing you with an IISDC Access Code Card (ACC).

- 2.2 If you subscribe by using an IISDC Access Code Card, it is for your personal use as the subscriber and for your family only. You must not sell it or share it with anyone outside your household family members. The IISDC Access Code Card is only valid in the country in which it is acquired.
- 2.3 The subscription is only for members of the Ismaili community as the IISDC Platform contains materials on Ismaili religious education.
- 2.4 To get a subscription, you must be of legal age (as defined by the country in which you apply for the subscription).
- 2.5 An auto-generated email will be sent to your IISDC registered email ID 30 days prior to the expiry of your subscription period to remind you to renew your subscription.
- 2.6 To cancel your subscription, contact your local IISDC Registration Administrator.

### **3. ACCESSING THE IISDC PLATFORM**

- 3.1 You can access the IISDC Platform via an appropriate browser.
- 3.2 There are minimum system requirements to access the IISDC Platform. Please check them at: <https://kitaboo.com/devices-and-operating-systems-that-support-kitaboo-reader/>
- 3.3 You may access the IISDC Platform on up to five devices simultaneously within your family or household.
- 3.4 You must not share your subscription details and/or login credentials with anyone outside your family or household.

### **4. INTELLECTUAL PROPERTY RIGHTS OF IISDC CONTENTS**

- 4.1 We are the owner or the licensee of all intellectual property rights in the contents published on the IISDC Platform. These works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 IPL grants you access to the IISDC contents for personal and non-commercial use during the period in which your subscription is valid.
- 4.3 Any books and materials on the IISDC Platform downloaded by you using the offline apps are only available to you for the period of your subscription. Islamic Publications Limited holds ownership of all the books and materials downloaded by you from the IISDC Platform.
- 4.4 You are limited to printing one copy of any page at a time from the IISDC Platform for your personal or educational use.
- 4.5 The contents (including printed pages, quotations, extracts, images and screenshots) must not be modified, shared, circulated or cited anywhere without express permission from IPL.
- 4.6 You must not use any images, illustrations, photographs, video or audio sequences or any graphics without obtaining a licence to do so from us or our licensors.
- 4.7 Our status (and that of any identified contributors) as the publishers of content on the IISDC Platform must always be acknowledged.
- 4.8 You must not use any part of the content on the IISDC Platform for commercial purposes.
- 4.9 If you print off, copy or download any part of the contents on the IISDC Platform in breach of these terms of use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 4.10 We reserve the right to revoke, with or without notice or explanation, any permission or licence granted to you for the use of the contents of the IISDC.

### **5. TERMINATION OF IISDC SUBSCRIPTION**

- 5.1 IPL reserves the right to revoke your access to the IISDC Platform if you fail to comply with any terms of this Agreement, and you may forfeit your existing subscription.
- 5.2 In case of such termination, you are prohibited to use the IISDC Platform through any other account.

## **6. AVAILABILITY OF E-BOOKS AND FUNCTIONS ON THE IISDC PLATFORM**

- 6.1 The e-books that you can access on the IISDC Platform (and the languages in which you can access them) will be based on the jurisdiction in which the IISDC Registration Administrator registers you.
- 6.2 The e-books on the platform will be uploaded on a phased basis, and not all the curriculum items for a particular educational level or language will be immediately available.
- 6.3 Some of the functions on the platform are not currently operative for the Ta'lim e-books due to the use of scanned files. The text in these files is being retyped and the e-book functions will be made operative at a later stage.
- 6.4 Certain functions on the platform have been disabled for security reasons.

## **7. CHANGES TO THE IISDC PLATFORM**

- 7.1 We may change, suspend, or discontinue the IISDC Platform, in whole or in part, including adding or removing contents at any time without advance notice.
- 7.2 We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on these pages.
- 7.3 Your continued use of the IISDC Platform after the effective date of the revised Agreement terms constitutes your acceptance of the terms.

## **8. LIMITATION OF OUR LIABILITY**

- 8.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the IISDC Platform or any content on it, whether express or implied. We will not be liable to any user 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:
  - Use of, or inability to use, the IISDC Platform; or
  - Use of or reliance on any content displayed on the Platform.
- 8.3 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your digital equipment, software, data or other proprietary material due to your use of the IISDC Platform or to your downloading of any content from it, or from any website linked to it, or the use of any digital service linked to the Platform.
- 8.4 We assume no responsibility for the content of websites linked to the IISDC Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **9. CYBERSECURITY**

- 9.1 We do not guarantee that the IISDC Platform will be secure from cybersecurity threats and risks such as viruses and hacking. You are responsible for configuring your devices and equipment, information technology, digital and operating systems in order to access the Platform. You should use your own virus protection software.
- 9.2 The contents on the Platform are protected by Digital Rights Management (DRM) system. You must not attempt to extract any content on the Platform by altering, reworking, reverse engineering or otherwise circumventing the DRM system, nor attempt in any way to compromise the security of the IISDC Platform.
- 9.3 You must not misuse the IISDC Platform by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform. You must not attack the

Platform 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 IISDC Platform will cease immediately.

## **10. LINKS TO THIRD-PARTY SITES**

- 10.1 The IISDC Platform is linked to third-party digital services and websites. IPL is not responsible for the content of linked services or websites, or for the privacy policies of websites we link to. Subscribers are encouraged to review the privacy policies of those websites prior to any use.

## **11. LINKS TO THE IISDC PLATFORM**

- 11.1 The IISDC Platform must not be framed, displayed or advertised on any other site without the prior permission of IPL.

## **12. APPLICABLE LAW**

- 12.1 These terms of use are governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

## **13. CONTACT INFORMATION**

- 13.1 For help with your IISDC subscription, please contact your local IISDC Registration Administrator.
- 13.2 If your problem is not resolved, then you can contact us via email at: [IISDCSupport@iis.ac.uk](mailto:IISDCSupport@iis.ac.uk)

**Copyright © Islamic Publications Limited, 2022 - All rights reserved.**