

Carrera Learning Terms of Service and Privacy Policy

Last Updated: March 25, 2018

Welcome, and thank you for your interest in Islamic Finance Navigator Ltd, a company which operates the web site located at <http://www.carreralearning.com>, mobile applications and online services (the “**Website**”). The terms “**IFN**” or “**Carrera Learning**” or “**We**” or “**Us**” refer to Islamic Finance Navigator Ltd, company number 07143000 registered at Suite 132, 4 Monpelier Street, SW7 1EE London. The following Terms of Service are a legal contract between you (“**You**”) and Carrera Learning regarding your use of the Website. Visitors and users of the Website are referred to individually as “**User**” and collectively as “**Users**”.

Please read the following terms of service carefully. By using the website, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including the Carrera Learning privacy notice and any additional guidelines (as defined below) (collectively, the “**terms**”).

If you do not agree to these terms, please refrain from using the site.

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1. **1. Eligibility; Accounts** The website is not available to (a) any users previously suspended or removed from the website by Carrera Learning or (b) any persons under the age of 18. By clicking the “I Agree” button or by otherwise using or registering an account for the Website, You represent (a) that You have not been previously suspended or removed from the Website by Carrera Learning; (b) that You are either (i) at least 18 years of age; and (c) that your registration and your use of the Website is in compliance with any and all applicable laws and regulations.

1. **1.1 Account.** In order to use certain features of the Website, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to Carrera Learning, whether at registration or at any other time, will be true, accurate, current, and complete. You also

agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), then You agree to immediately notify Carrera Learning at info@carreralearning.com. You may be liable for the losses incurred by Carrera Learning or others due to any unauthorized use of your Website account.

2. 1.2 **Integrated Service**. Carrera Learning may permit You to register for the Website through, or otherwise associate your Carrera Learning account with, certain third party social networking or integrated services, such as Facebook Connect, LinkedIn and Google (“**Integrated Service**”). By registering for the Website using (or otherwise granting access to) an Integrated Service, you agree that Carrera Learning may access your Integrated Service’s account information, and you agree to any and all terms and conditions of the Integrated Service regarding your use of the Website via the Integrated Service. You agree that any Integrated Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Integrated Service as a result of accessing the Website through the Integrated Service. Carrera Learning does not control the practices of Integrated Services, and you are advised to read the Privacy Policy and terms and conditions of any Integrated Service that you use to understand their practices.
 3. 1.3 **User age restriction**. If You are a User of the Website and are under the age of 18, You may not register an account for the Website.
2. 2. **Privacy Notice**. Your privacy is important to Carrera Learning. Please read the Carrera Learning [Privacy Notice](#), hereby incorporated into the Terms, carefully for information relating to Carrera Learning’s collection, use, and disclosure of Your personal information.
 3. 3. **Modification of the Terms**. Carrera Learning reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Carrera Learning will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Website, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) thirty days after Carrera Learning makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.
 4. 4. **User Content License Grant; Representations and Warranties**.
 1. 4.1 **User Content**. Carrera Learning may permit (a) the posting and/or publishing by You and other Users of notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications (collectively, “**User Postings**”) and (b) the posting, creation, or modification by You and other users of computer code (including source code and object code) (“**User Code**”) (User Postings and User Code, collectively, “**User Content**”). You understand that whether or not such User Content is published, Carrera Learning does not guarantee any confidentiality with respect to any submissions.
 2. 4.2 **License Grant to Carrera Learning**. By posting, submitting or distributing User Content on or through the Website, You hereby grant to Carrera Learning a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, sell, offer for sale, import, and otherwise

exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

3. **4.3 License Grant to Users.**
 1. (a) **User Postings.** By posting, submitting or distributing User Postings through the Website, You hereby grant to each User of the Website a non-exclusive license to access and use your User Postings in any manner permitted or made available by Carrera Learning on or through the Website.
 2. (a) **User Code.** By posting, submitting or distributing User Code through the Website, You hereby grant to each User of the Website a non-exclusive license to access, use, reproduce, and distribute your User Code as fully permitted under, and in accordance with the terms of, the MIT license (currently available at: <http://opensource.org/licenses/mit-license.php>) (the “MIT License”).
 4. **4.4 User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting, creating, or publishing them. You represent and warrant that: (1) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize Carrera Learning and Carrera Learning’s Users to use and distribute your User Content as necessary to exercise the licenses granted by You in these Terms and in the manner contemplated by Carrera Learning and these Terms; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and (3) your User Content does not contain any viruses, adware, spyware, worms, or other malicious code.
 5. **4.5 Access to Your User Content.** Carrera Learning may permit Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Website users) to view. You acknowledge and agree that, although Carrera Learning may provide certain features intended to allow you to restrict some User Content you create from others, Carrera Learning does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, Carrera Learning will use reasonable efforts to notify you pursuant to Section 14.1 below. Carrera Learning hereby disclaims any and all liability with respect to any unauthorized access to any restricted user content.
 6. **4.6 User Content Disclaimer.** You understand that when using the Website You will be exposed to User Content from a variety of sources, and that Carrera Learning is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Carrera Learning with respect thereto. Carrera Learning does not endorse any User Content or any opinion, recommendation or advice expressed therein, and Carrera Learning expressly disclaims any and all liability in connection with User Content.
- 5. 5. Proprietary Materials; Licenses**
1. **5.1 Proprietary Materials.** The Website is owned and operated by Carrera Learning. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Website (the “Website Materials”) are protected by UK, European Union and international copyright, patent, and trademark laws, international

conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section 7, all Website Materials, and all trademarks, service marks, and trade names, contained on or available through the Website are owned by or licensed to Carrera Learning, and Carrera Learning reserves all rights therein and thereto not expressly granted by these Terms.

2. **5.2 Licensed Educational Content.** Carrera Learning may make available on the Website certain educational videos, exercises, and related supplementary materials that are owned by Carrera Learning or its third-party licensors (the “**Licensed Educational Content**”). Carrera Learning grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Website by Carrera Learning solely for your personal, non-commercial purposes. You may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.
 3. **5.3 Licensed Educational Code.** Carrera Learning may make available, or allow Users to create and make available, on or through the Website certain educational, user-readable source code in connection with the “Computer Science” modules or exercises available on the Website (the “**Licensed Educational Code**”). Unless otherwise indicated, all Licensed Educational Code is the property of Carrera Learning or third-party licensors and, subject to the terms and conditions of these Terms, is licensed to You under the terms of the MIT License. By downloading or otherwise accessing such Licensed Educational Code, You agree to comply with all the terms of the MIT License.
 4. **5.4 Non-Commercial Use.** The Licensed Educational Content and Licensed Educational Code are intended for personal, non-commercial use only. The Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by Carrera Learning.
6. **6. Prohibited Conduct.**
1. You agree not to:
 2. 6.1 use the Website for any commercial use or purpose unless expressly permitted by Carrera Learning in writing, it being understood that the Website and related services are intended for personal, non-commercial use only;
 3. 6.2 rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Website Materials;
 4. 6.3 post, upload, or distribute any defamatory, libellous, or inaccurate User Content or other content;
 5. 6.4 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
 6. 6.5 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Website accounts of others without permission, or perform any other fraudulent activity;
 7. 6.6 delete the copyright or other proprietary rights notices on the Website or on any Licensed Educational Content, Licensed Educational Code, or User Content;
 8. 6.7 assert, or authorize, assist, or encourage any third party to assert, against Carrera Learning or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed

Educational Code, or User Content You have used, submitted, or otherwise made available on or through the Website;

9. 6.8 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);
 10. 6.9 use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
 11. 6.10 defame, harass, abuse, threaten or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent;
 12. 6.11 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, Licensed Educational Content, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible through the Website, or features that enforce limitations on the use of the Website, Licensed Educational Content, Licensed Educational Code, or User Content;
 13. 6.12 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
 14. 6.13 modify, adapt, translate or create derivative works based upon the Website or any part thereof, except and only to the extent expressly permitted by Carrera Learning herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or
 15. 6.14 intentionally interfere with or damage operation of the Website or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.
7. **7. Third-Party Sites, Products and Services; Links.** The Website may include links or references to other web sites or services solely as a convenience to Users (“**Reference Sites**”). Carrera Learning does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. Access and use of reference sites, including the information, materials, products, and services on or available through reference sites is solely at your own risk.
8. **8. Termination.**
1. **8.1 Termination by Carrera Learning.** Carrera Learning, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with Carrera Learning or your use of the Website and remove and discard all or any part of your account, User profile, and User Content, at any time. Carrera Learning may also in its sole discretion and at any time discontinue providing access to the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website or any account You may have, or portion thereof, may be affected without prior notice, and You agree that Carrera Learning will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Carrera Learning may have at law or in equity. As discussed herein, Carrera Learning does not permit copyright, trademarks, or other intellectual property infringing activities on the Website, and will terminate access to the Website, and remove

all User Content or other content submitted, by any Users who are found to be repeat infringers.

2. 8.2 Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of Carrera Learning in operating the Website, or (v) any content or information transmitted through the Website, is to terminate the Terms and your account. You may terminate the Terms at any time by deleting your login account with the Website and discontinuing use of any and all parts of the Website.

9. 9. **Indemnification**. You agree to indemnify, defend, and hold harmless Carrera Learning, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners (“**Carrera Learning Indemnitees**”) from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of the Website, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, by You. Carrera Learning reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Carrera Learning, and You agree to cooperate with Carrera Learning’s defense of these claims. Carrera Learning will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

10. 10. **Disclaimers; No Warranties**

1. 12.1 No Warranties. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
2. 12.3 Harm to Your Computer. You understand and agree that your use, access, download, or otherwise obtaining of content, website materials, software, or data through the website is at your own discretion and risk, and that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results therefrom.

11. 11. **Limitation of Liability and Damages**

1. 11.1 Limitation of Liability. Under no circumstances, including, but not limited to, negligence, will Carrera Learning or its affiliates, contractors, employees, agents, or third-party partners, licensors, or suppliers be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation damages arising from any unsuccessful court action or legal dispute, lost business, lost revenues or profits, loss of data, or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to the terms or your use of (or inability to use) the website or any reference sites, or any other interactions with Carrera Learning, even if Carrera Learning or a Carrera Learning authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, Carrera Learning’s liability will be limited to the fullest extent permitted by applicable law.
2. 11.2 Limitation of Damages. In no event will Carrera Learning’s or its affiliates’, contractors’, employees’, agents’, or third-party partners’, licensors’, or suppliers’ total liability to you for all damages, losses, and causes of action arising out of or relating to the terms or your use of the website or your interaction with other website users (whether

in contract, tort (including negligence), warranty, or otherwise), exceed the amount paid by you, if any, for accessing the website during the twelve months immediately preceding the date of the claim or one hundred dollars, whichever is greater.

3. 11.3 Basis of the Bargain. You acknowledge and agree that Carrera Learning has offered the website and entered into the terms in reliance upon the disclaimers and the limitations of liability set forth herein, that the disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and Carrera Learning, and that the disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and Carrera Learning. Carrera learning would not be able to provide the website to you on an economically reasonable basis without these limitations.

12. 12. Miscellaneous.

1. 12.1 Notice. Carrera Learning may provide You with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Website, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless Carrera Learning is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the Website. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Website is deemed given 30 days following the initial posting.
2. 12.2 Waiver. The failure of Carrera Learning to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by Carrera Learning.
3. 12.3 Dispute Resolution and Arbitration.
 1. (a) Governing Law. The Terms will be governed by and construed in accordance with the laws of England and Wales.
 2. (b) Jurisdiction. You agree that any action at law or in equity arising out of or relating to the Terms or Carrera Learning will be filed only in the courts of England and Wales, and each of You and Carrera Learning hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, except as provided in Section 14.3(b) regarding arbitration. Notwithstanding this, Carrera Learning shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.
 3. (c) Limitation period. You and Carrera Learning agree that any cause of action arising out of or related to the website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
4. 12.4 Severability. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
5. 12.5 Assignment. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You without Carrera Learning's prior written consent, but may be assigned by Carrera Learning without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.
6. 12.6 Survival. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

7. 12.7 Headings. The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.
8. 12.8 Entire Agreement. The Terms, the Privacy Notice and Guidelines constitute the entire agreement between You and Carrera Learning relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms, Privacy Notice or Guidelines made by Carrera Learning as set forth in Section 4 above.

Carrera Learning Privacy Policy

Last Updated: March 25, 2018

This privacy policy sets out how Islamic Finance Navigator Ltd (“**IFN**” or “**Carrera Learning**” or “**We**” or “**Us**”) uses and protects any information that you give Carrera Learning when you use this website.

Carrera Learning is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Carrera Learning may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1st February 2018.

What we collect

We may collect the following information:

- name and country
- contact information including email address

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email or phone. We may use the information to customize the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an

individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [email address]

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to [address].

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.