

## 1.1. TERMS OF SERVICE

- 1.2. **Effective date:** 13<sup>rd</sup> April 2026
- 1.3. Welcome to Mathani!
- 1.4. These Terms of Service (“**Terms**”, “**Terms of Service**”) govern your use of our website pages located at <https://www.mathani.com> and our mobile application Mathani (“**Website**”, “**App**”, “**Service**”) owned and operated by Omar Baeshen (“**Mathani**”, “**we**”, “**our**”, “**us**”)!
- 1.5. Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our website pages. Please read it here: <https://www.mathani.com/privacy-policy>.
- 1.6. Mathani provides the Service through the Website and the App. By accessing the Service through the Website or the App, immediately and from your very first access to the Service, you unconditionally and irrevocably agree to be bound by these Terms and Conditions, all applicable laws and/or regulations and you agree that you are responsible for your compliance.
- 1.7. Your agreement with us includes these Terms and our Privacy Policy (“**Agreements**”). You acknowledge that you have read and understood the Agreements, and agree to be bound by them.
- 1.8. **If you do not agree with (or cannot comply with) the Agreements, then you may not use the Service. These Terms apply to all visitors, users and others who wish to access or use the Service.**
- 1.9. Mathani reserves the right to change these Terms and Conditions. These changes are effective immediately upon posting. When changes come into effect, the revised Terms and Conditions shall supersede the previous version of the Terms and Conditions. You are responsible for regularly reviewing these Terms and Conditions.

## 2. ABOUT MATHANI

### 2.1. Nature of the Service

**2.1.1.** Mathani – Prayer Times & Qibla (“Mathani”, the “Service”) is an integrated Islamic mobile application designed to provide users with a comprehensive suite of religious tools within a single platform. The Service combines functionalities commonly associated with Quran applications, prayer time applications, and Qibla direction tools.

### 2.2. Core Functionalities

#### 2.3. The Service enables users to:

**2.3.1.** read, listen to, understand, and memorize the Quran;

**2.3.2.** access daily prayer times (Namaz); and

**2.3.3.** determine the direction of the Kaaba through an integrated Qibla compass feature.

## **2.4. Purpose of the Service**

2.4.1. Mathani is intended to support users in maintaining their daily Islamic practices by providing reliable, accessible, and user-friendly religious resources in a unified digital environment.

## **2.5. Scope of Features**

2.5.1. Mathani may include, without limitation, the following features:

2.5.2. Quran-related tools, including reading, audio playback, bookmarking, memorization, and study functionalities;

2.5.3. prayer time displays and notifications based on user-selected settings and, where enabled, approximate or precise location data;

2.5.4. Qibla direction functionality using device sensors, compass features, and/or location-based inputs;

2.5.5. reminders, alarms, scheduling tools, and other worship-support or productivity features;

2.5.6. additional modules, experimental features, beta tools, or future services, which may be introduced, modified, limited, or removed at any time.

## **2.6. Informational Nature and Limitations**

The description of Mathani provided herein is for informational purposes only and does not constitute a guarantee of:

2.6.1. uninterrupted availability of the Service;

2.6.2. absolute accuracy of data (including prayer times or Qibla direction); or

2.6.3. error-free operation of any feature.

## **2.7. No Substitute for Religious Guidance**

2.7.1. Mathani is intended solely as a digital support tool for personal religious practice.

The Service does not replace:

2.7.2. individual judgment;

2.7.3. consultation with qualified religious scholars; or

2.7.4. the user's personal responsibility for the observance of religious duties.

## **3. INTERMEDIARY SERVICE**

3.1. Mathani operates solely as a technology platform that provides users with access to informational tools, features, and functionalities related to Quran content, prayer times, Qibla direction, reminders, and related services. Mathani acts only as an intermediary provider of digital functionality and does not itself provide religious, financial, advisory, or other regulated services.

3.2. Mathani does not hold, receive, control, manage, or transfer user funds. Any payments made in connection with subscriptions or purchases are processed by independent third-party payment service providers, and such transactions are subject to the terms and privacy policies of those third parties.

- 3.3. Mathani does not guarantee the availability, accuracy, or performance of third-party services, device-based features, or external infrastructure. Any functionality that depends on third-party services, including but not limited to payment processors, hosting providers, analytics services, device sensors, operating systems, location services, or notification systems, is provided on an intermediary basis only.
- 3.4. Mathani does not act as an agent, fiduciary, trustee, or representative of any user, third-party service provider, or content provider. Nothing in these Terms shall be construed as creating any partnership, joint venture, agency, or employment relationship.
- 3.5. To the maximum extent permitted by applicable law, Mathani's role is limited to facilitating access to the Service. Users acknowledge that any reliance on information, functionality, or outputs provided through the Service is at their own discretion and risk.

#### **4. ELIGIBILITY**

- 4.1. You confirm that you are at least 13 years old.
- 4.2. You commit to using the Service in accordance with these Terms, as well as all relevant laws and regulations of your country of residence.
- 4.3. You ensure that your registration details are complete and accurate, and you agree to keep this information up to date.
- 4.4. Mathani reserves the right to terminate or suspend your access at any time, without prior notice, if you fail to comply with these criteria or breach any part of these Terms.

#### **5. ACCOUNTS**

- 5.1. By setting up an account with us, you confirm that you are at least 13 years old and that the information you provide is accurate, complete, and up-to-date at all times. Providing false, incomplete, or outdated information could lead to the immediate closure of your account.
- 5.2. It's your responsibility to keep your account details and password confidential. This includes limiting access to your devices and account.
- 5.3. You accept full responsibility for any actions taken under your account, whether the activities are conducted through our service or a third-party service. This holds true even if your password is involved.
- 5.4. If you suspect or become aware of any unauthorized use of your account or any other security breach, you must inform us immediately.
- 5.5. Your chosen username must not impersonate someone else, be legally protected under someone else's rights without their explicit permission, or infringe on trademarks. Ensure your username is not offensive, vulgar, or obscene in nature.
- 5.6. We retain the authority to refuse service, close accounts, modify or delete content, or cancel subscriptions at our sole discretion.

#### **6. REGISTRATION, LOGIN CREDENTIALS AND SECURITY**

- 6.1. To access and use the Service, you must sign up on our Website or App, providing necessary details such as your full name, address, and contact information.
- 6.2. You commit to: (i) submitting accurate, current, and complete information about yourself during the sign-up process; and (ii) keeping your registration information up-to-date to maintain its accuracy and completeness.
- 6.3. Your Mathani account might be accessed through the Website or the App using the account credentials you set up during registration.

- 6.4. Should you submit any information that is false, inaccurate, not current, or incomplete, or if there are reasonable grounds to believe so, we reserve the right to suspend or terminate your account and deny access to the Service, either now or in the future.
- 6.5. During account registration, you will select a password and username for your account access.
- 6.6. You are fully responsible for:
  - 6.6.1. Keeping your login details confidential and secure.
  - 6.6.2. All activities that occur under your account.
- 6.7. You must inform us immediately if you suspect any unauthorized use of your account or any other security breaches. While Mathani is not liable for losses caused by any unauthorized use of your account, you could be held accountable for losses Mathani suffers due to such unauthorized use.
- 6.8. You are not permitted to use someone else's account without the explicit permission of the account owner.

## **7. USE OF WEBSITE**

- 7.1. You may not use the Website to transmit, distribute, store or destroy any material or information (i) in violation of any applicable law or regulation; (ii) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of any third party or violate the privacy or other personal rights of third parties; or (iii) that is defamatory, obscene, threatening, abusive or hateful.
- 7.2. When accessing the Website, you shall be prohibited from:
  - 7.2.1. using any robot, spider, other automatic device or manual process to monitor or copy any part of the Website;
  - 7.2.2. using any device, software or the like to interfere or attempt to interfere with the proper functioning of the Website;
  - 7.2.3. taking any action that imposes an unreasonable or disproportionately large data load on the Website infrastructure;
  - 7.2.4. copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Website without Mathani's prior written consent;
  - 7.2.5. reverse assembling, reverse engineering or otherwise attempting to discover any source code relating to the Website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
  - 7.2.6. attempting to access any area of the Website to which access is not authorised.

## **8. USE OF APP**

- 8.1. You may access the Service via our App.
- 8.2. In order to be able to use the App, you shall (i) download and install the App on a mobile device which is compatible with the App, as well as (ii) have an Internet connection.
- 8.3. You agree that you are solely responsible for meeting the aforementioned requirements, which may also (i) bear additional charges and fees, and/or (ii) require you to perform software updates and/or to comply with the terms and conditions of your agreement(s) with your mobile device and telecommunications provider.

## **9. ACCESS AND USE**

- 9.1. You must only use the Website in accordance with these Terms and any applicable law.
- 9.2. You must not (or attempt to):

- 9.2.1. Interfere with or disrupt the Website or the server or networks that host the Site;
- 9.2.2. Use data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
- 9.2.3. Interfere with security-related or other features of the Website.

- 9.3. We do not warrant that the Website will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Website.
- 9.4. You must not link to our Website or any part of our Website in a way that damages or takes advantage of our reputation, including but not limited to:
  - 9.4.1. In a way to suggest or imply that you have any kind of association and affiliation with us, or approval and endorsement from us when there is none; or
  - 9.4.2. In a way that is illegal or unfair.

## 10. COMMUNICATIONS

- 10.1. By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send.
- 10.2. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at [partners@mathani.com](mailto:partners@mathani.com).

## 11. PROHIBITED USES

- 11.1. You agree to use the Service only for lawful purposes and in accordance with these Terms. You must not use the Service in any manner that violates applicable law or infringes the rights of others.
- 11.2. Without limitation, you agree not to:
- 11.3. Use the Service to transmit, distribute, store, or otherwise make available any material that:
  - 11.3.1. violates any applicable law or regulation;
  - 11.3.2. infringes any intellectual property, privacy, or other rights of any person;
  - 11.3.3. is defamatory, obscene, abusive, threatening, hateful, or otherwise unlawful; or
  - 11.3.4. exploits or harms minors in any way.
- 11.4. Interfere with or disrupt the operation of the Service, including by:
  - 11.4.1. using any device, software, or routine that interferes with the proper functioning of the Service;
  - 11.4.2. imposing an unreasonable or disproportionately large load on the Service infrastructure;
  - 11.4.3. introducing viruses, trojan horses, worms, logic bombs, or other malicious or technologically harmful material;
  - 11.4.4. launching denial-of-service attacks, distributed denial-of-service attacks, or similar actions; or
  - 11.4.5. otherwise attempting to disrupt or degrade the performance of the Service.

- 11.5. Attempt to gain unauthorized access to any part of the Service, including:
  - 11.5.1. accessing accounts, systems, servers, or networks without authorization;
  - 11.5.2. attempting to bypass security measures or authentication mechanisms;
  - 11.5.3. reverse engineering, decompiling, disassembling, or otherwise attempting to discover source code, except where permitted by applicable law; or
  - 11.5.4. accessing areas of the Service not intended for public use.
- 11.6. Use automated or manual methods to access or extract data from the Service, including:
  - 11.6.1. robots, spiders, crawlers, scrapers, or similar automated tools;
  - 11.6.2. manual copying, monitoring, or extraction of content; or
  - 11.6.3. any automated means designed to collect data without prior written consent.
- 11.7. Misuse the Service or impersonate others, including:
  - 11.7.1. impersonating Mathani, its representatives, or any other person or entity;
  - 11.7.2. sending spam, unsolicited communications, or promotional material;
  - 11.7.3. engaging in fraudulent, misleading, or deceptive conduct;
  - 11.7.4. damaging, manipulating, or falsifying ratings, metrics, or system outputs; or
  - 11.7.5. engaging in conduct that restricts or interferes with any user's use or enjoyment of the Service.
- 11.8. Copy, reproduce, modify, distribute, create derivative works from, publicly display, or otherwise exploit any part of the Service or its content without prior written permission from Mathani.
- 11.9. Mathani reserves the right to suspend or terminate access to the Service for any violation of this Section.

## **12. PURCHASES**

- 12.1. When you decide to buy a product or service through our Service, we might ask for specific details related to your purchase. This can include your credit card number, its expiration date, your billing address, among other necessary details.
- 12.2. You confirm that: (i) you are authorized to use any payment method you choose for your purchase; and (ii) all information you provide us for the purchase is accurate and complete.
- 12.3. To process payments, we might use third-party services. By providing your payment information, you allow us to share this information with these third parties, in line with our Privacy Policy.
- 12.4. We may need to cancel or refuse your order for various reasons, which could include issues like product or service availability, mistakes in the pricing or description of products or services, or inaccuracies in your order, among others.
- 12.5. We also reserve the right to cancel or refuse your order if we suspect it involves fraud, unauthorized, or illegal activities.

## **13. SUBSCRIPTION**

- 13.1. Some parts of Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set on a either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.
- 13.2. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Mathani cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Mathani customer support team.
- 13.3. A valid payment method, including but not limited to credit card, is required to process the payment for your subscription. You shall provide Mathani with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Mathani to charge all Subscription fees incurred through your account to any such payment instruments.
- 13.4. Should automatic billing fail to occur for any reason, Mathani will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.
- 13.5. Mathani does not itself store full payment card details. Payment transactions are processed by authorized third-party payment processors, and your use of such payment services may also be subject to the terms and privacy policies of those third parties.

#### **14. FEE CHANGES**

- 14.1. Mathani, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.
- 14.2. Mathani will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.
- 14.3. Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

#### **15. NO USE BY MINORS**

- 15.1. Service is intended only for access and use by individuals at least (13) years old.
- 15.2. By accessing or using any of Mathani, you warrant and represent that you are at least (13) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms.
- 15.3. If you are not at least (13) years old, you are prohibited from both the access and usage of Service.

#### **16. INTELLECTUAL PROPERTY**

- 16.1. Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Mathani and its licensors.
- 16.2. Service is protected by patent, copyright, trademark, and other laws of the laws of the Saudi Arabia.
- 16.3. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Mathani.
- 16.4.** All code, text, software, scripts, graphics, files, photos, images, logos, and materials contained on this website, our applications, or within the services, are the sole property of

Mathani.

- 16.5. Unauthorized use of any materials contained on this Website, our applications or within the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. If you believe that any of the materials infringe on any third party's rights, please contact Mathani immediately at: [partners@mathani.com](mailto:partners@mathani.com).
- 16.6. All content, trademarks, data, information or information contained in any materials, or documents used in relation to the Service, including but not limited to any and all copyrighted works, software, databases, text, graphics, icons, designs, logos, graphics, hyperlinks, domain names, information and agreements ("Content"), are the exclusive property of or are licensed to Mathani. You may not reproduce, distribute or copy the Content by any means, whether electronically or not, without Mathani's prior written permission.
- 16.7. Any and all intellectual property rights in the Content and the Service or otherwise developed by or on behalf of Mathani, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights existing in the Content and the Services or otherwise developed by or on behalf of Mathani, now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term ("Intellectual Property"), vests in Mathani its licensors or suppliers, as the case may be, and all rights not expressly granted by the Mathani to you are reserved by Mathani.
- 16.8. Save as expressly set out herein and in the Contracts, you shall not acquire any right, title or interest in Mathani's Intellectual Property. You may not use Mathani's Intellectual Property in a manner which may (i) place Mathani's Intellectual Property at risk of losing value, and (ii) cause reputational damage to Mathani.
- 16.9. You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by Mathani, its third-party providers and other respective owners, if any.
- 16.10. Subject to these Terms, and your compliance with these Terms, Mathani hereby grants you a limited, personal, non-exclusive, non-sub-licensable and non-transferable license to use the Content and to use this Service, in each case solely for your personal use. You agree not to use the Service or any of the Content for any commercial purpose. Except for the foregoing license, you have no other rights to the Service or any Content, and you may not modify, edit, copy, distribute, reproduce, publish, display, perform, license, sell, rent, lease, loan, create derivative works of, create any index, reverse engineer, alter, enhance, provide access to or in any way exploit the Service or Content in any manner.
- 16.11. If you breach any of these Terms, the above license will terminate automatically.

## **17. PROHIBITED CONTENT**

- 17.1. By uploading content to the website, you agree that it will be publicly viewable and must comply with the following guidelines. Mathani reserves the right to review and delete any photos or videos that violate our content policies, including but not limited to:
  - 17.1.1. Lewd or nude content, such as sexually explicit images or videos, inappropriate gestures, or suggestive content.
  - 17.1.2. Content of minors, including any images or videos featuring children that you do not have lawful permission to publish.
  - 17.1.3. Content depicting violence, harassment, or any form of abuse.

- 17.1.4. Content of others without their consent, including images or videos of individuals who have not given permission for their likeness to be shared publicly.
- 17.1.5. Hate speech or discriminatory content, which includes material that incites hatred or discrimination based on race, religion, gender, or other protected categories.
- 17.1.6. Illegal or harmful content, such as the promotion of illegal activities or sharing of harmful materials.

17.2. If you encounter any content that violates these guidelines, please report it by emailing us at [partners@mathani.com](mailto:partners@mathani.com). We will review the reported content and, if necessary, remove it promptly. Repeated violations may result in the suspension or deletion of the user's account.

## **18. COPYRIGHT POLICY**

- 18.1. We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.
- 18.2. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email at [partners@mathani.com](mailto:partners@mathani.com), with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"
- 18.3. You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

## **19. DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS**

- 19.1. You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
  - 19.1.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
  - 19.1.2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
  - 19.1.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located;
  - 19.1.4. your address, telephone number, and email address;
  - 19.1.5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
  - 19.1.6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- 19.2. You can contact our Copyright Agent via email at [partners@mathani.com](mailto:partners@mathani.com)

## **20. ERROR REPORTING AND FEEDBACK**

- 20.1. You may provide us with information and feedback regarding errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback") either directly at [partners@mathani.com](mailto:partners@mathani.com) or via third-party sites and tools. By

providing Feedback, you acknowledge and agree that:

- 20.1.1. You will not retain, acquire, or assert any intellectual property rights or other rights, title, or interest in the Feedback;
  - 20.1.2. Mathani may already have ideas or developments similar to the Feedback;
  - 20.1.3. The Feedback does not contain confidential or proprietary information from you or any third party; and
  - 20.1.4. Mathani is not under any obligation of confidentiality with respect to the Feedback.
- 20.2. In the event that the transfer of ownership of the Feedback is not possible due to applicable mandatory laws, you grant Mathani and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use the Feedback in any manner and for any purpose, including copying, modifying, creating derivative works, publishing, distributing, and commercializing it.

## **21. LINKS TO OTHER WEBSITES**

- 21.1. Our Service may contain links to third party websites or services that are not owned or controlled by Mathani.
- 21.2. Mathani has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.
- 21.3. You acknowledge and agree that Mathani shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party websites or services.
- 21.4. We strongly advise you to read the terms of service and privacy policies of any third-party websites or services that you visit.

## **22. DISCLAIMER OF WARRANTY**

- 22.1. These services are provided by Mathani on an “as is” and “as available” basis. Mathani makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. you expressly agree that your use of these services, their content, and any services or items obtained from us is at your sole risk.
- 22.2. Neither Mathani nor any person associated with Mathani makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. without limiting the foregoing, neither Mathani nor anyone associated with Mathani represents or warrants that the services, their content, or any services or items obtained through the services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.
- 22.3. Mathani hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.
- 22.4. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **23. RELIGIOUS TOOLS AND INFORMATION DISCLAIMER**

- 23.1. Mathani provides Quran-related content, prayer time information, Qibla direction functionality, reminders, and other religious support tools for informational, educational, and convenience purposes only.
- 23.2. While we aim to make the Service useful and reliable, Mathani does not warrant or guarantee that:
  - 23.2.1. prayer times will always be accurate for every location, calculation method, school of thought, device, or circumstance;
  - 23.2.2. Qibla direction outputs will always be accurate, precise, calibrated, or suitable for reliance without independent verification;
  - 23.2.3. Quran text, translations, audio, transliterations, memorization tools, bookmarks, or related content will always be complete, error-free, or continuously available;
  - 23.2.4. reminders, alarms, or scheduling tools will be delivered, triggered, or displayed at the intended time.
- 23.3. You remain solely responsible for verifying religious information where necessary and for your own religious observance, practices, decisions, and obligations. Your use of the Service does not replace your personal judgment or consultation with trusted religious authorities where desired.

## **24. NOTIFICATIONS ALARMS AND DEVICE DEPENDENCY**

- 24.1. Certain features of the Service may include reminders, notifications, alarms, or scheduled prompts. These features depend on factors outside Mathani's direct control, including your device hardware, operating system, battery status, internet connectivity, background app permissions, notification settings, manufacturer restrictions, and third-party platform services.
- 24.2. Accordingly, Mathani does not guarantee that any notification, reminder, or alarm will be delivered, displayed, or triggered at a particular time, or at all. It is your responsibility to ensure that your device settings, permissions, and connectivity are configured appropriately if you wish to use such features.

## **25. NO RELIANCE AND SERVICE DEPENDENCY**

- 25.1. The Service, including but not limited to notifications, reminders, alarms, prayer times, timing-related features, location-based functionality, Qibla direction, and other automated or scheduled outputs, relies on factors outside Mathani's control. These factors may include, without limitation, device hardware, operating system behavior, device settings, permissions, manufacturer restrictions, background activity limitations, battery status, internet connectivity, GPS availability, sensor calibration, telecommunications networks, and third-party infrastructure or service providers.
- 25.2. Accordingly, Mathani does not guarantee that any feature of the Service will operate continuously, accurately, or at any specific time. Notifications, reminders, alarms, and time-sensitive or location-based features may be delayed, inaccurate, interrupted, or not delivered at all.
- 25.3. You acknowledge and agree that you must not rely on the Service for any time-critical, location-critical, or accuracy-dependent purposes. You remain solely responsible for independently verifying any information provided through the Service, including prayer times, Qibla direction, reminders, and other outputs.

- 25.4. Mathani shall not be responsible or liable for any loss, damage, or consequences arising from delayed, missed, inaccurate, or unavailable notifications, timing outputs, location data, or other Service functionality, to the maximum extent permitted by applicable law.

## **26. LIMITATION OF LIABILITY**

- 26.1. To the extent permitted by applicable law, you agree to indemnify and hold harmless Mathani, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that is based on your use of the Services in violation of this agreement, or any breach by you of applicable laws or regulations. This indemnification obligation will include damages of any kind, including but not limited to indirect, incidental, consequential, special, or punitive damages, and costs associated with litigation or arbitration, trial, or appeal, if applicable.
- 26.2. Notwithstanding the above, nothing herein shall obligate you to indemnify Mathani for Mathani's own negligence or willful misconduct. In the event of any liability on the part of Mathani, to the extent permitted by law, such liability shall be limited to the amount actually paid by you for the the Services provided under this agreement. Under no circumstances will Mathani be liable for any indirect, consequential, or punitive damages.

## **27. GOVERNING LAW**

- 27.1. These Terms shall be governed and construed in accordance with the laws of the Saudi Arabia without regard to its conflict of law provisions.
- 27.2. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.
- 27.3. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had with us regarding the Service.
- 27.4. Each party irrevocably agrees that the courts of the Saudi Arabia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 27.5. If a dispute requires resolution in court rather than through arbitration, the owner of Mathani shall have the sole discretion to select the court location for hearings and proceedings that is most convenient for them. All travel, lodging, and related expenses incurred by the other party in attending court proceedings will be at their own expense.
- 27.6. Notwithstanding the specified agreement on jurisdiction, you and Mathani shall, if any dispute arises, attempt to settle it by mutual negotiations.
- 27.7. You agree that for the purposes of the settlement of disputes between you and Mathani, an e-mail correspondence with the authorized persons of Mathani at: [partners@mathani.com](mailto:partners@mathani.com) shall be the effective and binding method of communication.
- 27.8. If any mandatory consumer protection law grants you the right to bring proceedings in your country of residence, such rights shall apply only to the extent required by applicable law, and all other matters shall remain subject to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia.

## **28. ARBITRATION**

- 28.1. Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (the "SCCA") in accordance with the SCCA Arbitration Rules.

- 28.2. The arbitration shall be conducted in the Saudi Arabia, and in accordance with the substantive laws of the Saudi Arabia. The arbitration panel shall consist of three arbitrators, to be appointed in accordance with the rules of the chosen arbitration institution. The language of the arbitration shall be English.
- 28.3. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The Parties agree that the arbitrators shall have the authority to award legal and equitable relief available under the law of the Saudi Arabia, including injunctive relief and specific performance.
- 28.4. Notwithstanding the foregoing, each Party retains the right to seek injunctive or other equitable relief from a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a Party's intellectual property rights.
- 28.5. The Parties further agree that they will participate in the arbitration proceedings in good faith and that they will share equally in its costs, except as otherwise awarded by the arbitrators.
- 28.6. This arbitration clause shall survive the termination or expiration of this contract.

## **29. CHANGES TO SERVICE**

- 29.1. We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice.
- 29.2. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period.
- 29.3. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

## **30. AMENDMENTS TO TERMS**

- 30.1. We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.
- 30.2. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.
- 30.3. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms.
- 30.4. If you do not agree to the new terms, you are no longer authorized to use Service.

## **31. INDEMNITY**

- 31.1. You agree to indemnify, defend and hold harmless us and our related entities, affiliates, and our and their respective officers, agents, and employees, harmless from and against any and all claims demands (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of these terms or your breach of any law or the right of third party.

## **32. WAIVER AND SEVERABILITY**

- 32.1. No waiver by Mathani of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Mathani to assert a right or provision under Terms shall not constitute a waiver of such right or provision.
- 32.2. If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to

the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

**33. ACKNOWLEDGEMENT**

33.1. BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

**34. CONTACT US**

34.1. For more information about our Term and Conditions, if you have questions, or if you would like to make a complaint, please send your feedback, comments, requests for technical support:

34.1.1. By email: [partners@mathani.com](mailto:partners@mathani.com)