Terms and Conditions

These Terms and Conditions (as updated or revised from time to time, this "Agreement") is a contract between you ("you" or "User") and Yaqeen Research Institute, Inc., a Texas non-profit corporation ("Yaqeen").

BY DOWNLOADING THIS SURVEY DATA MADE AVAILABLE ON THIS WEB SITE ("DATA"), YOU HAVE AGREED TO BE BOUND BY THIS AGREEMENT. IF YOU ARE NOT WILLING TO AGREE TO THIS AGREEMENT, DO NOT DOWNLOAD THE DATA.

Please note that Yaqeen reserves the right in its sole discretion to update or modify this Agreement at any time without notice, including after your download of the Data. Revised versions of this Agreement will be placed here on this website and shall be effective as of the date and time the revised version is posted**. BY DOWNLOADING THE DATA, YOU AGREE TO AGREE TO THE REVISED VERSION OF THIS AGREEMENT.**

I.   <u>License</u>.

A.   Yaqeen hereby grants User a non-exclusive, revocable, limited, non-sublicensable, non-transferable, worldwide, royalty-free license to use the Data solely for (1) research, scholarly or academic purposes, or (2) User's own personal, non-commercial use. The foregoing license is personal to User, and you may not share (or otherwise permit access to) the Data to any other individual or entity, including those within your business or organization and is subject to the terms of this Agreement. Further, you may not reproduce, sell, rent, lease, loan, distribute or sublicense, or otherwise transfer any Data, in whole or in part, to any other party, or use the Data, whether in whole or in part and in any format whatsoever, to create any derivative work or product for resale, lease or license. Notwithstanding the foregoing, you may incorporate limited portions of the Data in scholarly, research or academic publications or for the purposes of news reporting provided that you:

1.   acknowledge the source of the Data with express reference to Yaqeen in accordance with the following citation: "Yaqeen Institute for Islamic Research's "Experiencing Ramadan in Social Isolation dataset"

2.   do not use the Data in any manner that states, implies, suggests, or could otherwise be perceived as attributing, a particular interpretation, opinion, policy or objective to Yaqeen; and

3.   include the following disclaimer: "The opinions expressed herein, including any implications for policy, are solely those of the author and not of Yaqeen Research Institute, Inc.".

B.   User acknowledges that, as between the parties to this Agreement, Yaqeen is the sole and exclusive owner of all right, title and interest in the Data. Except for the limited license granted herein, this Agreement does not give User any right, title or interest in the Data.

II.   <u>Disclaimers and Limitations of Liability</u>. THE DATA IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF COMPLETENESS, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YAQEEN EXPRESSLY DISCLAIMS, AND SHALL HAVE NO LIABILITY FOR, ANY ERRORS, OMISSIONS, INACCURACIES, OR INTERRUPTIONS IN THE

DATA. USER ASSUMES ALL RISK ASSOCIATED WITH USE OF THE DATA AND AGREES THAT IN NO EVENT SHALL YAQEEN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTIONS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE DATA BASED ON ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

III.   Privacy, Confidentiality and Security.

A.   Yaqeen respects the privacy of individuals. Yaqeen has taken measures to ensure that the Data is devoid of information that could be used to identify individuals (including, but not limited to, email addresses) who participated in or who were the subject of any research surveys or studies used to collect the Data ("Personally Identifying Information"). However, in the event that you discover any such Personally Identifying Information in the Data, you shall immediately notify Yaqeen and refrain from using any such Personally Identifying Information. Please see Section III(D) below for instructions on how to contact Yaqeen. User further agrees not to (and will not allow others to) attempt to ascertain the identity of, or derive information about, individual survey respondents nor link the individual survey records contained in the Data with other data sets for the purpose of identifying individuals.

B.   User shall maintain the Data as confidential, and will not use it, in any way nor disclose it to any third party, except as expressly permitted under this Agreement. User agrees, at its sole expense, to take reasonable precautions to protect the confidentiality of Data, at least as stringent as User takes to protect User's own confidential information, but in no case less than reasonable care.   The foregoing confidentiality obligations shall not apply to any information which: (a) is known to User prior to receipt from Yaqeen other than as a result of User's breach of any legal obligation; (b) becomes lawfully known (independently of disclosure by Yaqeen) to User directly or indirectly from a source having the legal right to disclose such information; (c) is or becomes publicly known, except through a breach of this Agreement; or (d) is required to be disclosed by User to comply with applicable laws or governmental regulations, provided that User gives Yaqeen, to the extent practicable, reasonable prior written notice of such disclosure sufficient to permit Yaqeen to contest such disclosure and User takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. The parties agree that any breach of the confidentiality obligations of this Agreement by User will result in irreparable damage to Yaqeen for which it will have no adequate remedy at law. Therefore, it is agreed that Yaqeen shall be entitled to equitable relief, including an injunction enjoining any such breach by any court of competent jurisdiction. Such injunction shall be without prejudice to any other right or remedy to which Yaqeen may be entitled, including but not limited to any damages resulting from User's breach of the confidentiality obligations under this Agreement. Any failure or delay in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

C.   User will immediately notify Yaqeen and cooperate with investigations, and provide any information reasonably requested by Yaqeen if User knows of or suspects any breach of security or potential vulnerability of the Data and will promptly remedy such breach.

D.   User may notify Yaqeen by sending an email to info@yaqeeninstitute.org or may write to:

Yaqeen Institute for Islamic Research
7750 N. MacArthur Blvd
Suite 120237, Irving, TX 75063IV

Indemnification. User shall indemnify and hold harmless Yaqeen and its affiliates and each of their respective officers, directors, employees, volunteers, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third-party claims based on (a) User's access to, or use of, the Data; (b) any changes made by User to the Data; or (c) any breach by User of any of the terms and conditions of this Agreement.

V.   Termination. The license contained in this Agreement will terminate (1) automatically without notice from Yaqeen if you fail to comply with any provision of this Agreement (provided that the other provisions of this Agreement, including without limitation, the provisions relating to confidentiality, security and privacy (Section III) and to indemnification (section IV) contained herein, or (2) immediately upon written notice from Yaqeen to the e-mail address provided by you. Upon termination of this Agreement, you agree to destroy all copies of any Data, in whole or in part and in any and all media and format, in your custody and or control.

VI.   Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas without regard to conflicts of laws. You further agree to submit to the jurisdiction and venue of the courts of the State of Texas for any dispute relating to this Agreement.