Terms of Use

Thank you for using YallaDr's services. This Terms of Service (the "TOS") is legally binding agreement made by and between YallaDr Company, (the "YallaDr" and/ or "Service Provider"), and you, acting in your capacity as individual and, if applicable, on behalf of the entity, you are legally representing or for whom you are using this website (collectively, "you", "your", "yours").

This TOS governs your access to and use of YallaDr's android application with id of "com.YallaSolutions.ios.YallaDr"/"com.YallaSolutions.android.YallaDr" in addition to any other World Wide Website owned, operated, licensed, or controlled by YallaDr(collectively, the "Website") and the products , services or applications offered or developed by YallaDr on the Website (collectively the "Products/ Services/applications"), so please read them carefully.

These TOS and all supplemental terms, as amended from time to time, govern your use of any online services may be provided by YallaDr to which you have access, any service that requires an Internet connection or YallaDr/Origin Account to access, install or play as well as any YallaDr/Origin Account you use to access online products or services ("Services") offered by YallaDr. If additional terms and/or agreements apply to the YallaDr's Service(s) used by you, those additional terms and/or agreements govern your use of YallaDr's Services as well.

These TOS, as well as YallaDr's privacy policy mentioned in the application (incorporated herein by reference) form legally binding contracts between you and YallaDr. By using YallaDr's Services, you understand and agree that you are legally fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these TOS, and to abide and comply with these TOS.

These TOS will also apply to all visitors, users, subscribers and others who access the application and use the services ("Users/ Subscribers").

These TOS in addition to any terms or guidelines or rules provided by the service provider and /or approved by the user or subscriber (including but not limited to our service contract) are hereby incorporated by reference into the TOS.

YallaDr may also offer other services or new services that are governed by different Terms of Service will be set and added accordingly.

By accessing or using any part of the application, you agree that you have read, understand and agree to be bound by this TOS.

If there are additional posted guidelines or policies or rules applicable to the services or application (including the privacy policy), you are required to follow those as well. Those policies and guidelines are incorporated herein by reference into this TOS. If you do not agree to be bound by the TOS and to follow all applicable laws, guidelines and policies, do not access or use the application and leave it immediately.

Internet Technology and applicable laws, rules and regulations change frequently. Accordingly, YallaDr reserves the right to make changes to this TOS at any time. Your continued use of the website constitutes assent to any new or modified provision of these TOS that may be posted on the application. We will post the amended TOS on this page and indicate at the top of the page the date the agreement was last revised.

YallaDr reserves the right to update or change or amend these TOS at any time, with or without notice, and for any reason by posting the revised version on application. Revisions to terms affecting existing YallaDr's services shall be effective (5) days after posting at the website. Terms for new YallaDr's services are effective immediately upon posting on the website. The continued access or use of this application and any services contained therein as of the effective date of any such modification shall be deemed your continuing acceptance of these TOS, as modified.

Except as expressly provided below, Services may only be used by individuals who can form legally binding contracts under applicable law. Without limitation, minors are prohibited from becoming Users and, except as specifically provided below, using fee-based Services. Your use of the Services will be deemed to be a representation that you are 18 years of age or older or otherwise are an entity that can form legally binding contracts under applicable law Compliance. You must comply with all of the terms and conditions of these TOS, any policies referred to below or on the application, and all applicable laws, regulations and rules when you use the application License and Restrictions, Subject to the terms and conditions of these TOS, you are hereby granted a limited, revocable, non-exclusive right to use the Services and the content and materials on the application in the normal course of your use of the application. You may not use any third party intellectual property without the express written permission of the applicable third party, except as permitted by law. YallaDr will retain ownership of its intellectual property rights and you may not obtain any rights there in by virtue of these TOS or otherwise, except as expressly set forth in these TOS. You will have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the application, than as may be reasonably necessary to use the Services for their intended purpose and except as expressly set forth in these TOS. You may not attempt to reverse engineer any of the technology used to provide the Services.

If you become aware of any conduct that violates these TOS, YallaDr encourages you to contact us. YallaDr reserves the right, but will have no obligation, to respond to such communications. YallaDr provides Services accessible on different equipment and devices including but not limited to certain mobile devices, and Computer etc., which you are providing for this purpose.

User Registration and Passwords

User Registration, You have to register in order to visit the application. To access all our services, though, you will need to register with YallaDr and create a "User" account through the online registration process on the Website. Your account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion. In creating an account, you must provide YallaDr with accurate and complete registration information, as prompted in the registration form. You must promptly notify YallaDr if any of this information changes.

If you fail to provide or update this information, YallaDr may terminate your right to use the application or the Services. In case this is your first approach to YallaDr, upon the registration is completed, you are kindly requested to contact YallaDr for opening an account for you Passwords. When you open your account, you will be asked to choose a password. You must keep your password confidential. You will be responsible for all use of your password and account, including, without limitation, any use by any unauthorized third party.

You must notify YallaDr immediately if you believe your password or account has been obtained or may be accessed or used by any unauthorized person or entity. In addition, you must notify YallaDr immediately if you become aware of any other breach or attempted breach of the security of the application. Under no circumstances should you respond to a request for your password, particularly a request from an individual claiming to be an employee of YallaDr. YallaDr's employees will never ask for your password. You must notify YallaDr if you receive such a request.

Consent to Communications from YallaDr. By registering as a User and providing YallaDr your email address and/or your mobile number, you consent to our using this data to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. You may opt-out of such Service-related emails by choosing the option stating you do not wish to receive such emails. We may also use your data to send you other messages, including changes to features of the Services and special offers. If you do not want to receive such email messages, you may opt out. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Account Security

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify YallaDr of any unauthorized use of your account.

You acknowledge that if you wish to protect your transmission of data or files to YallaDr, it is your responsibility to use a secure encrypted connection to communicate with the Services.

LICENCE

Subject to your compliance with these TOS, you are granted a limited, non-exclusive, non-sub licensable, non-assignable, paid license to download and install the Software on a personal computer, mobile phone or other device; and personally use the service/ products/ application through your account (as applicable) ("User Account").

For the avoidance of doubt, (a) IT administrators working on behalf of entity may download and install the YallaDr Software onto personal computers or other devices used by personnel of such entity; and (b) you are permitted to use the YallaDr application.

YallaDr reserves all rights not expressly granted to you under these TOS

YallaDr Acceptable Use Policy, Restrictions, Software and Updates and Third Party Technology

Probe, scan, or test the vulnerability of any system or network breach or otherwise circumvent any security or authentication measures, access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, YallaDr (or our service providers') computer systems; interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services; plant malware or otherwise use the services to distribute malware: access or search the Services by any means other than our publicly supported interfaces (for example, "scraping") send unsolicited communications, promotions or advertisements, or spam send altered, deceptive or false source-identifying information, including "spoofing" or "phishing" publish anything that is fraudulent, misleading, or infringes another's rights promote or advertise products or services other than your own without appropriate authorization; impersonate or misrepresent your affiliation with any person or entity; abuse YallaDr referrals to get more credit for referrals than deserved; publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred violate the law in any way, or to violate the privacy of others, or to defame others.

Restrictions

You may not agree to sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software or YallaDr website services undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law) remove, obscure or alter any copyright notices or other proprietary notices included in the Software use the Software or cause the Software (or any part of it) to be used within or to provide commercial products or services to third parties. The foregoing shall not preclude you using the Software for your own business communications, subject to Section 4.1 above other than for the purposes of download and installation, use the Software except through your User Account.

Software and Updates

Some use of our Service requires you to download a client software package ("Software").

YallaDr hereby grants you a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available. Our pause syncing feature pauses syncing of your files, but may not cease all data transfer, so you should exit the desktop client if you'd like to stop data transfer.

Third Party Technology/ Sites and Linking and Framing

Third Party Technology

If you are using Software pre-loaded on, embedded in, combined, distributed or used with or downloaded onto third party products, hardware, software applications, programs or devices ("Third Party Technology"), you agree and acknowledge that: (a) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology; (b) some Products and/or functionality may not be accessible through the Third Party Technology and (c) YallaDr cannot guarantee that the Software shall always be available on or in connection with such Third Party Technology.

Third Party Sites

The application may contain links to third-party websites, advertisers, or services that are not owned or controlled by YallaDr. YallaDr has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from the Web Site, you do so at your own risk, and you understand that this Agreement and YallaDr's Privacy Policy does not apply to your use of such sites. You expressly release YallaDr from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Web Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that YallaDr shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers. We encourage you to be aware of when you leave the Web Site, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

Linking and Framing

You may not frame, inline link, or similarly display any YallaDr content or property, including, without limitation, the application. Your Stuff/contents (User-created contents), Our Stuff/ contents (YallaDr's created contents) & Your Privacy, Sharing Your Stuff, and Your Responsibilities

Your Stuff/ contents (User-created contents)

By posting, storing or transmitting any content on or to the application, including by submitting User Created Content within the Web Site, you accept that you will, and you hereby, automatically grant YallaDr, or represent and warrant that the owner or authorized licensor of such content has expressly granted YallaDr, the exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, right and license to use, reproduce, publish, translate, sublicense, copy, modify, delete, enhance and distribute such content in whole or in part worldwide and/or to incorporate such content into other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such content. Subject to this grant and the right of privacy, the User Created Content submitted to YallaDr retains any and all rights which may exist.

You understand and agree that the relationship established by and between you or the User/ Subscriber and YallaDr is a management/Service Agreement to gather, acquire, collect, transfer, process, merge, migrate data related to your customers by YallaDr which you have provided to YallaDr for this purpose.

By using our Services you provide us with information, files, and folders that you submit to YallaDr (together, "your stuff"). You retain full ownership to your stuff pre- process or the format will be created by YallaDr as User Created Content limited for your personal use excluding any commercial uses as required by relevant laws. We don't claim any ownership to any of said information as it's in its original format or the User created contents. These TOS do not grant us any rights to your stuff or intellectual property except for the limited rights that are needed to run the Services.

All the above information, files, and folders or your stuff (previously submitted to YallaDr) being processed in new format or in the form that does not personally identifies you or any of your customers as YallaDr's created content. YallaDr retains full ownership to said stuff in, which may be processed, run, transferred, merged, migrated or operated or exploited commercially and non-commercially on YallaDr sole own discretion. You hereby irrevocably waive any claims based on moral and financial rights or similar theories, if any.

YallaDr may need your permission to process the information as outlined above in addition to your assignment you asked us to attend with your stuff, for example, hosting your files, or sharing them at your direction. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. You give us the permissions we need to do those all the above things solely and exclusively to provide the Services. This permission also extends to trusted third parties, if any; we work with to provide the Services, which provide our storage space.

To be clear, aside from the rare exceptions we identify in our Privacy Policy, no matter how the Services change, we won't share your content with others, including law enforcement, for any purpose unless you direct us to. How we collect and use your information as User Created Content generally is also explained in our Privacy Policy.

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these TOS.

We may choose to review public content for compliance with our community guidelines, but you acknowledge that YallaDr has no obligation to monitor any information on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the application.

The Services provide features that allow you to share your stuff with others working under your supervision in your organization. There are many things that users may do with that stuff (for example, copy it, modify it, reshare it). Please consider carefully what you choose to share. YallaDr has no responsibility for that activity.

Our Stuff/ contents (YallaDr's created contents)

All information, files, and folders that you submit to YallaDr or your stuff being processed created in new form does not in a form related to any of you or your customers shall constitutes YallaDr created contents, in addition to the materials on the application and available through the Services, including without limitation, the logos, design, text, graphics, other files, and the selection, arrangement and organization thereof are owned by YallaDr, its licensors or other entities.

Trademarks. Product names, logos, designs, titles, and words or phrases used on any YallaDr application, including, without limitation, YallaDr & Design, and YallaDr design marks (including, without limitation, if you have examples, please insert) are owned by YallaDr, its licensors or other entities. All page headers, custom graphics, button icons and scripts are trademarks or trade dress of YallaDr. If you use such trademarks or logos, you must include appropriate attribution. All other trademarks, trade names and the like that appear on the application are the property of their respective owners. You may not use any of these trademarks, trade dress, or trade names, or any confusingly similar marks, dress or names, including without limitation as a part of any link, without express permission.

Your Ideas. You may choose to or we may invite you to submit comments, testimonials, feedback, suggestions, ideas, and other submissions about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place YallaDr under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, YallaDr does not waive any rights to use similar or related ideas previously known to YallaDr, or developed by its employees, or obtained from sources other than you. Such disclosure, submission or offer of any Ideas shall, and hereby does, constitute a perpetual, royalty-free, worldwide, irrevocable license to us of all right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Ideas and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You should not submit any Ideas to us if you do not wish to license such rights to us. YallaDr and you under an obligation: (i) to maintain any Ideas in confidence; (ii) To not pay to you or any third party any compensation for any Ideas; or (iii) to respond to any Ideas. You are and shall remain solely responsible for the content of any Ideas you make.

Your Responsibilities

Files and other content in the Services may be protected by intellectual property rights of others in addition to Privacy. Please do not copy, upload, download, or share files unless you have the right to do so. You, not YallaDr, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services.

You, and not YallaDr, are responsible for maintaining and protecting all your data. YallaDr will not be liable for any loss or corruption of your data, or for any costs or expenses associated with backing up or restoring any of your data.

If your contact information or other information related to your account, changes, you must notify us promptly and keep your information current. The Services are not intended for use by you if you are legally unauthorized to practice your profession or the entity you are affiliates thereto is not licensed to conduct its activities.

YallaDr does not guarantee full effective function of either the voice order or the software button.

By agreeing to these TOS, you are representing to us that you and your entity are legally licensed to conduct your professional activities.

Privacy Policy/Security/ Intellectual Property Rights

Privacy Policy

You agree to the terms YallaDr Privacy Policy, which is incorporated herein by reference into this TOS.

Security

We have implemented commercially reasonable technical and organizational measure designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will be unable to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. Intellectual Property Policy YallaDr respects the intellectual property rights of others and expects its users to do the same. YallaDr may remove content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, YallaDr will, in its discretion, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that a user of the Application or the Services has infringed your copyrights, trademark/service mark rights, please notify YallaDr using the info email or by contacting the legal department of YallaDr.

Representations and Warranties

You represent and warrant to YallaDr that:

you have the full power and authority to enter into and perform your obligations under these TOS;

your assent to and performance of your obligations under these TOS does not constitute a breach of or conflict with any other lawful obligations whatsoever or agreement or arrangement by which you are bound, or any applicable laws, regulations or rules;

these TOS constitutes legal, valid and binding obligations on you, enforceable in accordance with its terms and conditions;

you will not infringe the copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of any third party in your use of the Web Site or the Services and the right of privacy to your customers and

you will comply with all applicable laws, rules and regulations in your use of the Services and the Web Site, including this TOS.

Warranty Disclaimer

You agree that your use of the application shall be at your sole risk. To the fullest extent permitted by law, YallaDr, its officers, directors, employees, and agents, shareholders disclaim all warranties, express or implied, in connection with the services and your use thereof. YallaDr makes no warranties or representations about the accuracy or completeness of this application's content or the content of any sites linked to this application and assumes no liability or responsibility for any

errors, mistakes, or inaccuracies of content

personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services

any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein

any interruption or cessation of transmission to or from our services

any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party, and/or

any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the services.

YallaDr does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and YallaDr will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitation of Liability

To the extent permitted by law, in no event shall YallaDr, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any:

errors, mistakes, or inaccuracies of content

personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services

any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein

any interruption or cessation of transmission to or from our services

any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or

any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that YallaDr shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. The Service is controlled and offered by YallaDr from its facilities in (Please insert the country where your server is existing). YallaDr makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold YallaDr, representative, officers, directors, employees and agents, shareholders, ("Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: arising from:

your use of and access to the Service

your violation of any term of these TOS

alleging facts or circumstances that would constitute a breach of any provision of this TOS by you, including violations of law or allegations of violation of privacy, publicity intellectual property rights related to User Created Content you submit; or YallaDr's created contents

arising from, related to, or connected with your use of the Web Site or the Services your violation of any third party right, including without limitation any copyright, property, or privacy right; or any claim that your Content caused damage to a third party;

This defense and indemnification obligation will survive these TOS and your use of the Service; any other party's access and use of the Services with your unique username, password or other appropriate security code. If you are obligated to provide indemnification pursuant to this provision, YallaDr may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle compromise or in any other manner dispose of any Claim without the consent of YallaDr.

Force Majeure

YallaDr will not be liable for failing to perform under this TOS by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to YallaDr to perform, fire, terrorism, natural disaster or war.

Disputes

You understand and agree the disputes regarding the interpretation, validity and enforceability of the TOS are resolved by the recourse to the litigation and the chosen court is the North Cairo Court. Changes to the application or Service YallaDr may, in its sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the application or the Services, temporarily or permanently, at any time without notice to you, and YallaDr will not be liable for doing so. Without limiting the foregoing, if you do not agree with any changes made to the Web Site you may terminate your account as set forth below.

Termination

YallaDr will have the right in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your account or your access to the application or Services, with or without cause. Such reasons may include, without limitation:

your breach of any part of these TOS.

your violation of the rights of any third party.

in the case of Services features that require payment, the invalidity of your credit card, your exceeding your credit card limit or "chargeback" of a fee or other payment.

your user account becoming inactive for an extended period of time.

By You. If you are a User, you may terminate your account or your access for any reason at any time subject to this TOS.

Effect of Termination. If your account is terminated, YallaDr may, in its sole discretion, delete any web sites, files, graphics or other content or materials relating to your use of the Web Site or Services on servers owned or operated for YallaDr or otherwise in its possession, and YallaDr will have no liability to you or any third party for doing so. Following termination, you will not be permitted to use the Web Site or the Services. If your account or your access to the Web Site or Services is terminated, YallaDr reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Site or the Services, including, but not limited to, technological barriers, IP mapping and direct contact with your Internet Service Provider (ISP). If your account is terminated, you must immediately pay YallaDr any fees that you owe it. Regardless of whether you have the right to access or use the Web Site or the Services, this TOS will survive indefinitely unless and until YallaDr chooses to terminate it.

All notices required by or permitted to be given under this TOS will be in writing and delivered to the other party by any of the following methods:

hand delivery

certified/registered mail and/or return receipt requested through Egyptian Post, postage prepaid

overnight courier, or

electronic mail. If you give notice to YallaDr, you must use the address shown on the Web Site. If YallaDr provides notice to you, YallaDr must use the contact information provided by you to YallaDr. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

These TOS contains the entire understanding of you and YallaDr regarding the use of the application, and supersedes all prior and contemporaneous agreements and understandings between you and YallaDr regarding its subject matter. These TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of Egypt without reference to conflict of law principles.

This TOS and all of your rights and obligations under them (including, without limitation, your usership, if any) will not be assignable or transferable by you without the prior written consent of YallaDr. No failure or delay by a party in exercising any right, power or privilege under this TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this TOS. You and YallaDr are independent contractors, and no agency, partnership, joint venture; employee-employer relationship is intended or created by this TOS. The invalidity or unenforceability of any provision of this TOS will not affect the validity or enforceability of any other provision of this TOS, all of which will remain in full force and effect. These TOS has been drawn in English while the Service Contract has been drawn up and made up of two in both the Arabic and English languages, an original for each party to act upon it. In event of conflict or controversy between the two texts of the Contract or between the Contract and TOS, the English version and the provisions herein of TOS shall prevail.