Bayaan.ai

Terms of Service

Effective Date: 28 October 2026
Version: 1.3

These Terms of Service ("Terms") govern the access to and use of the Bayaan.ai platform and related services ("Service") provided by Bayaan Hub FZCO, a company incorporated and licensed in the United Arab Emirates, with its registered office at Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates ("Bayaan", "we", "us" or "our").

By creating an account, accepting these Terms, subscribing to a paid plan, or otherwise accessing or using the Service, you ("Customer", "you" or "your") agree to be bound by these Terms.

If you enter into these Terms on behalf of a mosque, Islamic organisation, company, institution or other legal entity, you represent and warrant that you are authorised to bind that entity to these Terms.

1. The Bayaan.ai Service

Bayaan.ai provides software and technology services designed to support mosques, Islamic organisations, institutions and individual users through artificial intelligence and related digital tools.

The specific features available to you depend on the subscription plan selected by you.

Bayaan may add, modify, improve or discontinue features from time to time, provided that such changes do not materially reduce the core functionality of a paid subscription without reasonable notice.

The Service may include artificial intelligence functionality. AI-generated outputs may contain errors, omissions or inaccuracies and should be reviewed and verified by the Customer before being relied upon, published or communicated to others.

Bayaan does not represent that AI-generated content is suitable for issuing religious rulings, fatwas, legal advice, medical advice or other professional advice.

2. Eligibility and Account

You must provide accurate and complete information when creating an account.

You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted through your account.

You must notify Bayaan promptly if you believe that your account has been accessed without authorisation.

Where an account is created on behalf of an organisation, the organisation is responsible for the actions of its authorised users.

Bayaan may require additional information where reasonably necessary to verify an account, organisation or payment.

3. Organisation and Mosque Accounts

Where the Customer is a mosque, Islamic organisation, company or other institution ("Organisation Customer"):

1 the person creating the account confirms that they are authorised to enter into these Terms on behalf of the organisation;

2 the Organisation Customer is responsible for ensuring that its users comply with these Terms;

3 the Organisation Customer is responsible for the accuracy and lawfulness of content submitted through its account; and

4 the Organisation Customer is responsible for maintaining appropriate access controls for its users.

Unless otherwise agreed in writing, the subscription belongs to the Organisation Customer and may not be transferred to another organisation.

4. Subscription Plans

Certain features of the Service require a paid subscription.

The applicable subscription price, billing period, included features and any applicable limits will be displayed during the checkout process and form part of the agreement between Bayaan and the Customer.

Subscription prices may be displayed in AED or another currency supported by Bayaan.

Subscriptions are entered into for a term of twelve (12) months. The Customer may choose to pay the subscription fee monthly or annually; the payment frequency does not change the length of the term.

Unless otherwise stated, a subscription renews automatically for a further term of twelve (12) months at the end of each term.

Where a plan includes "unlimited" translation, unlimited use is subject to fair use and means up to thirty (30) hours of translation per organisation per month, unless otherwise agreed in writing. If usage exceeds this limit, Bayaan may contact the Customer to agree a suitable arrangement.

The Customer authorises Bayaan and its payment provider to charge the applicable subscription fee using the selected payment method.

5. Formation of the Agreement

The agreement between Bayaan and the Customer is formed electronically.

By clicking the account creation or subscription button after being shown a notice linking to these Terms and completing the applicable process, the Customer confirms that:

1 the Customer has had an opportunity to review these Terms;

2 the Customer agrees to these Terms;

3 the Customer understands the subscription price, term and billing frequency;

4 the Customer authorises the applicable payment; and

5 where the Customer acts on behalf of an organisation, the Customer is authorised to do so.

Electronic acceptance, electronic records and electronic communications may be used to establish and evidence the agreement.

Bayaan may retain records of the Customer's acceptance, including the applicable Terms version, date and time of acceptance, account information, transaction information and other technical information reasonably necessary to evidence the agreement.

6. Fees and Payment

Subscription fees are payable in advance for each applicable billing period.

Where the Customer pays monthly, the monthly instalments remain payable for the full twelve-month term.

Unless otherwise stated:

- fees are non-refundable once a billing period has commenced, except where required by applicable law or expressly stated otherwise;
- taxes, VAT or similar governmental charges may be added where applicable;
- payment failures may result in suspension or termination of the Service; and
- the Customer remains responsible for amounts properly incurred before termination.

Bayaan may use third-party payment processors to process payments. Bayaan does not store full payment card details where those details are processed directly by the relevant payment provider.

7. Cancellation and Renewal

The Customer may cancel a subscription at any time through the cancellation mechanism provided by Bayaan or by contacting Bayaan through the designated support channel.

Cancellation takes effect at the end of the current twelve-month term and prevents the next renewal. Until then the Service remains available and the applicable fees, including any remaining monthly instalments, remain payable.

Subscriptions started before 28 October 2026 continue on the billing-period terms that applied when they were started, unless the Customer agrees otherwise.

Where applicable law grants a Customer mandatory cancellation, refund or other consumer rights, those rights remain unaffected by these Terms.

8. Free Trials and Promotional Offers

Bayaan may offer free trials, discounts or promotional subscriptions.

The specific terms applicable to a promotional offer will be communicated at the time of the offer.

Unless otherwise stated, Bayaan may modify or terminate promotional offers at any time before acceptance.

If a free trial automatically converts into a paid subscription, Bayaan will disclose the applicable price and billing terms before or during the subscription process.

9. Acceptable Use

You must not use the Service:

1 for any unlawful purpose;

2 to violate the rights of another person or organisation;

3 to upload malicious software or harmful code;

4 to attempt to gain unauthorised access to Bayaan's systems;

5 to interfere with the security or operation of the Service;

6 to impersonate another person or organisation;

7 to use the Service to generate or distribute content that violates applicable law;

8 to reverse engineer, copy or reproduce the Service except where expressly permitted by applicable law;

9 to circumvent usage limits or technical restrictions; or

10 in any manner that could reasonably cause harm to Bayaan, its users or third parties.

Bayaan reserves the right to investigate suspected violations and take reasonable measures to protect the Service and its users.

10. AI-Generated Content

Bayaan uses artificial intelligence technologies.

AI-generated output is provided as a technological aid and should not automatically be treated as authoritative.

In particular, Bayaan does not guarantee that AI-generated religious, educational, linguistic or informational content is:

- doctrinally correct;
- complete;
- appropriate for a particular audience;
- consistent with a particular madhhab, scholarly tradition or institution; or
- suitable to be presented as the authoritative position of a scholar or religious institution.

Customers remain responsible for reviewing AI-generated content before publishing, distributing or relying upon it.

Where religious accuracy is important, Customers should have appropriate qualified scholars or authorised personnel review relevant outputs.

11. Customer Content

"Customer Content" means information, text, audio, documents, images or other material submitted to the Service by or on behalf of the Customer.

The Customer retains ownership of its Customer Content.

The Customer grants Bayaan a limited, non-exclusive licence to host, process, reproduce and otherwise use Customer Content only to the extent reasonably necessary to provide, maintain, secure and improve the Service, subject to the applicable Privacy Policy and any applicable Data Processing Agreement.

The Customer represents that it has the necessary rights and permissions to submit Customer Content to the Service.

12. Intellectual Property

All rights, title and interest in and to the Service, including its software, design, technology, interfaces, trademarks, branding and underlying systems, belong to Bayaan or its licensors.

Except for the limited right to use the Service during an active subscription, no rights in Bayaan's intellectual property are transferred to the Customer.

The Bayaan name, logo and branding may not be used without prior written permission.

13. Data Protection and Privacy

Bayaan processes personal data in accordance with its Privacy Policy and applicable data protection legislation.

Where Bayaan processes personal data on behalf of an Organisation Customer, the parties may enter into a separate Data Processing Agreement where appropriate.

The Customer is responsible for ensuring that it has an appropriate legal basis and any required permissions for personal data it submits to the Service.

Further information regarding the processing of personal data is available in Bayaan's Privacy Policy.

14. Confidentiality

Each party may receive confidential information belonging to the other party.

Each party agrees to use reasonable measures to protect confidential information and not disclose it to third parties except where:

1 disclosure is required by law;

2 disclosure is necessary to provide the Service;

3 disclosure is made to professional advisers or service providers who are subject to appropriate confidentiality obligations; or

4 the information has become publicly available without breach of these Terms.

15. Third-Party Services

The Service may integrate with third-party services, including payment providers, cloud infrastructure providers, authentication services, analytics providers and AI technology providers.

Third-party services may be subject to separate terms and privacy policies.

Bayaan is not responsible for interruptions or failures caused solely by third-party services outside Bayaan's reasonable control.

16. Service Availability

Bayaan will use reasonable efforts to keep the Service available.

However, Bayaan does not guarantee uninterrupted or error-free operation.

The Service may occasionally be unavailable due to maintenance, upgrades, security incidents, technical failures or circumstances outside Bayaan's reasonable control.

17. Suspension and Termination

Bayaan may suspend or terminate access to the Service where reasonably necessary if:

1 the Customer materially breaches these Terms;

2 payment remains overdue;

3 the Customer uses the Service unlawfully or abusively;

4 suspension is necessary to protect the security of the Service or other users; or

5 Bayaan is required to do so by applicable law or a competent authority.

Where reasonably practicable, Bayaan will provide notice before suspension or termination.

Termination does not affect rights or obligations that accrued before termination.

18. Disclaimer

To the maximum extent permitted by applicable law, the Service is provided on an "as available" basis.

Bayaan does not guarantee that:

- the Service will always be available;
- the Service will be completely error-free;
- AI-generated content will always be accurate;
- the Service will satisfy every particular requirement of the Customer; or
- the Service will be suitable for every religious, educational or organisational purpose.

Nothing in these Terms excludes or limits any liability or consumer right that cannot lawfully be excluded or limited under applicable law.

19. Limitation of Liability

To the maximum extent permitted by applicable law, Bayaan shall not be liable for indirect, incidental, special or consequential losses arising from the use of the Service, including loss of profits, loss of business, loss of goodwill or loss of anticipated savings.

To the maximum extent permitted by applicable law, Bayaan's aggregate liability arising out of or relating to a paid subscription shall be limited to the fees actually paid by the Customer to Bayaan for the relevant Service during the twelve (12) months preceding the event giving rise to the claim.

Nothing in these Terms excludes liability that cannot legally be excluded or limited under applicable law.

20. Indemnification

To the extent permitted by applicable law, the Customer agrees to indemnify and hold Bayaan harmless against claims, losses, liabilities and reasonable costs arising from:

1 the Customer's unlawful use of the Service;

2 the Customer's breach of these Terms;

3 infringement of third-party rights through Customer Content; or

4 use of the Service by the Customer in violation of applicable law.

This clause shall apply only to the extent permitted by applicable law.

21. Changes to the Service

Bayaan may modify the Service from time to time to improve functionality, security, performance or compliance.

If Bayaan makes a material change that negatively affects a paid subscription, Bayaan will provide reasonable notice where practicable.

22. Changes to These Terms

Bayaan may update these Terms from time to time.

The updated version will be published with a new effective date and version number.

For material changes, Bayaan may notify Customers through email, the Service or another reasonable communication method.

Where required by applicable law, continued use of the Service will not by itself constitute acceptance of materially changed terms, and Bayaan may request explicit acceptance.

23. Notices and Communications

The Customer agrees that Bayaan may communicate with the Customer electronically, including through email, account notifications and communications within the Service.

Electronic communications may include subscription confirmations, invoices, service notifications, security notices and changes to these Terms.

The Customer is responsible for maintaining an accurate email address and contact information.

24. Force Majeure

Bayaan shall not be responsible for delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, including natural disasters, war, governmental actions, major internet or infrastructure failures, cyber incidents affecting third-party infrastructure, epidemics or failures of telecommunications or cloud providers.

25. Assignment

The Customer may not transfer or assign its rights or obligations under these Terms without Bayaan's prior written consent, except where such transfer is permitted by applicable law.

Bayaan may assign or transfer these Terms in connection with a merger, acquisition, restructuring, sale of assets or similar corporate transaction.

26. Governing Law and Disputes

These Terms shall be governed by the laws of the United Arab Emirates and, where applicable, the laws of the Emirate of Dubai.

The parties will first attempt to resolve disputes amicably through good-faith discussions.

If a dispute cannot be resolved amicably, it shall be submitted to the courts of the applicable jurisdiction in Dubai, UAE, unless mandatory applicable law provides otherwise.

Nothing in this clause limits any mandatory rights available to consumers under applicable law.

27. Consumer Rights

Where the Customer qualifies as a consumer under applicable UAE law, nothing in these Terms is intended to remove or restrict mandatory consumer rights.

Where applicable UAE consumer protection legislation requires specific information, Arabic-language disclosures, refunds, compensation or other consumer protections, those requirements shall prevail over any conflicting provision of these Terms.

28. Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be interpreted or modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

29. Entire Agreement

These Terms, together with the applicable subscription details, Privacy Policy, Data Processing Agreement and any additional terms expressly incorporated into the Service, constitute the agreement between Bayaan and the Customer regarding the Service.

30. Contact

Bayaan Hub FZCO Address: Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates Email: info@bayaan.ai Website: bayaan.ai Trade Licence No.: 68544 Licensing Authority: Dubai Integrated Economic Zones Authority (DIEZ)