

## WEBSITE TERMS OF USE

### 1. Introduction

- 1.1. This website is owned and managed by TECOM Investments FZ-LLC ("**TECOM Group**", "we", "us" or "our"). TECOM Group is a free zone limited liability company registered in the Dubai Development Authority.
- 1.2. References to "you", "your" and "yours" are references to the person(s) accessing the Sites (as defined below).

### 2. Accessing Means You Agree

By accessing any of our websites (each a "**Site**" and collectively "**Sites**"), and/or by registering on a Site, you agree to comply with these terms of use and our privacy policy (together, our "**Legal Terms**"), whether or not you register on a Site.

*If you do not agree to our Legal Terms, do not access, view or otherwise use any of our Sites or register as a user.*

### 3. Access Issues

- 3.1. You are responsible for your internet connection to access our Sites. You are also responsible for ensuring that any person who accesses them through your internet connection is aware of our Legal Terms and complies with them.
- 3.2. You may only use our Sites or the software and services available through them (for example, Content and User-Generated Content as defined below) (collectively, the "**Site Services**") for lawful purposes. You must not use our Sites or the Site Services:
  - a in any way that is unlawful abusive, libellous, obscene, threatening or is otherwise prohibited by the Legal Terms. ;
  - b to harm or attempt to harm minors in any way;
  - c to send, knowingly receive, upload, download, use or re-use any material which is in breach of Clause 6; or
  - d transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ("**Spam**").
- 3.3. While we will endeavour to ensure that the Sites are available twenty-four (24) hours a day, access to the Sites may be suspended temporarily and without notice including, without limitation, due to a system failure, maintenance, repair or for reasons beyond our control. You agree that we shall not be liable if for any reason the Sites are unavailable at any time or for any period.
- 3.4. Access to the Sites is permitted on a temporary basis. We reserve all rights to deny or restrict access to the Sites, whether temporarily or permanently, by any person or organisation, or to block access from a particular internet address to the Sites, at any time and without any liability, without ascribing any reasons whatsoever.

#### **4. Your Use of Content and Site Links**

- 4.1. All content and material on the Sites other than User-Generated Content ( "**Our Content**") belongs either to us or our licensors and is protected by world-wide copyright laws.
- 4.2. Unless expressly stated otherwise, you may:
  - a only use Our Content for your personal, non-commercial use;
  - b not copy, reproduce, republish, upload, post, transmit or distribute any of Our Content; and
  - c not, without our prior written permission:
    - i redistribute any of Our Content (for example by using it as part of any library, archive or similar service);
    - ii remove any copyright or trade mark notice from Our Content; or
    - iii create any database by downloading and storing any of Our Content.
- 4.3. You may not create any link from or to any Site without our prior written consent.
- 4.4. Content from a third party provider available on or through the Sites may not be duplicated, distributed, published, transferred, transmitted, copied, altered, sold, used to create derivative works or otherwise misused. You must comply with all terms disclosed to you as required from time to time by any third party supplier of data or services to the Sites, including but not limited to, where necessary, entering into a direct agreement with such third party in respect of your use of their data. For the avoidance of doubt, although the Sites may contain or make reference to trademarks or other proprietary intellectual property rights of our partners or other third parties, you agree that no license to or right in any of these trademarks or other proprietary intellectual property rights is granted to or conferred upon you by reason of such reference.
- 4.5. You agree that any rights not expressly granted in these Legal Terms are reserved.
- 4.6. If you breach any of the provisions in these Legal Terms, your permission to use the Sites and your licence to use Our Content automatically terminates and you must immediately delete or destroy any downloaded or printed extracts of Our Content from the Sites.

#### **5. Registration**

- 5.1. You may access material on the Sites without registering with us first. However, we may restrict access to certain areas (for example, any Forums, defined below) and you may need to register to access them.
- 5.2. Your registration information must be accurate and complete and you must notify us of any change to that information, in particular to your e-mail address.
- 5.3. You warrant that you will not impersonate anyone else when registering for, or using, the Sites or the Site Services.
- 5.4. You must not allow anyone else to access any Site by using your user name and password ("**ID**").

- 5.5. You are liable to us for all Site access made by you or anyone else using your ID and we will not be liable to you or anyone else for unauthorised use of your ID.
- 5.6. You must not use any Site to send chain emails or Spam or to send, use or re-use any material which:
  - a is unlawful, threatening, abusive, libelous or indecent;
  - b infringes copyright or any other legal right; or
  - c contains any other form of illegal content.

## **6. Community Forums and Posting Content on the Sites**

- 6.1. The Sites may include chat rooms, bulletin boards, discussion groups and other public areas that allow you to interact with other users and any of our staff, who will be clearly identified as such, ("**Forums**") and to post/transmit/upload ("**Post**") your content to the Sites ("**User-Generated Content**") such as reviews, blogs and gallery.
- 6.2. Where we do provide a Forum, we will provide clear information to you about the nature of the service being offered and we reserve the right in our absolute discretion to cease providing it without notice and liability to you.
- 6.3. Our staff may contribute material to any Forum in order to stimulate discussion and ensure their smooth running. Forums may also contain User-Generated Content from special guests selected by us. The opinions of our staff and special guests are their own and are not necessarily endorsed by us. You must not consider them to be professional advisers and must not rely on any comments they make.
- 6.4. You must be registered as a user (unless otherwise stated) in order to Post your User- Generated Content, the content of which is your sole responsibility.
- 6.5. By Posting User-Generated Content you warrant that:
  - a you are 18 years of age or older or are aged 14 - 18 and have received consent from your parent or guardian to use the Forums;
  - b you are a resident of, and are accessing the Sites in, the United Arab Emirates;
  - c you will comply with any additional rules posted by us on a Forum;
  - d you own or are the licensee of the User-Generated Content you Post and have the right, power and authority to grant the rights set out in these terms of use to us;
  - e we are entitled to use your User-Generated Content in accordance with these terms of use; in particular, that we may lawfully permit other users to view your User-Generated Content, without any payment (including any royalty payment to you or anyone else);
  - f you have obtained all consents and releases from all people who are identifiable in your User-Generated Content;
  - g if a fact is stated, it is accurate or, if an opinion is stated, it is genuinely held;

- h it is not confidential, does not infringe the intellectual property, privacy or any other legal right of anyone else and does not contain anything which is unlawful, abusive, libelous, defamatory, obscene, indecent, harassing or threatening;
- i you own its copyright or have the necessary permissions and rights to use it;
- j it is not discriminatory and does not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- k it does not solicit personal information from any users under 18 years of age;
- l it does not include telephone numbers, physical addresses, email addresses or last names or other personally identifiable information;
- m it does not violate any applicable law;
- n it does not, to the best of your knowledge, contain a virus or other harmful component or computer programming routine, software, file or code designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- o it does not interrupt, destroy or limit the functionality of any Site or any computer software or equipment;
- p it does not disguise the origin of any User-Generated Content or impersonate any person or entity or misrepresent any affiliation with any person or entity or collect or store other users' personal data;
- q it does not, nor is it likely to, harass, upset, embarrass, alarm or annoy anyone else; and
- r it does not give the impression that it emanates from anyone else (including us) if that is not the case.

6.6. You warrant that you will not:

- a post, link to or otherwise publish commercial material or material that promotes any commercial activity or contains recommendations to buy or refrain from buying a particular item (in particular, shares) or which contains another party's confidential information or which otherwise would have the purpose of affecting the price or value of any item (in particular, shares); or
- b post or otherwise publish any User-Generated Content that is unrelated to a Forum or the Forum's topic.

6.7. By Posting your User-Generated Content you hereby grant a perpetual, royalty-free, worldwide, exclusive licence to us to use, reproduce, modify, translate, make available, distribute and publish it and to distribute and/or broadcast some or all of it in all media and in all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and to sub-licence any other persons to do so, in each case for such purposes as we may in our reasonable discretion determine (which can be terminated by your removal of your User-Generated Content from the Site and your email to us at our 'Contact' page giving full details of your

User-Generated Content that you wish to be removed, and we will endeavour to remove it from a Site within 28 days), you waive all moral rights you may have in it and you warrant that you have obtained a waiver of all others' applicable moral rights.

- 6.8. By submitting your User-Generated Content to a Site, you indemnify us from all claims, costs, liabilities and expenses (including legal expenses) suffered by us because any of your Posted User-Generated Content is in breach of our Legal Terms.
- 6.9. You agree that we may disclose your identity to any third party who claims that User-Generated Content you have Posted to a Site violates its intellectual property rights or any other legal right.
- 6.10. You acknowledge that:
  - a Forums contain User-Generated Content submitted by users over whom we have no control;
  - b it is not possible for us to fully and effectively moderate, oversee or monitor the Forums; in particular, to monitor whether any User-Generated Content infringes the copyright or any other legal right of a third party;
  - c we are under no obligation to oversee, monitor or moderate any Forum and cannot therefore guarantee the accuracy, integrity or quality of any particular User-Generated Content;
  - d we do not endorse any User-Generated Content which is not reflective of our views;
  - e some users may breach these terms of use and post User-Generated Content that is misleading, untrue or offensive;
  - f you accept all risk associated with your use of the Forums and do not rely on User-Generated Content in making (or refraining from making) any decision;
  - g we are not liable to you in respect of any User-Generated Content you view on any Site.
- 6.11. We do not control or monitor all User-Generated Content posted to Forums by users but we reserve the right to do this (whether by human moderation or technical methods) or to delete, move or edit any of your User-Generated Content without notice to you.
- 6.12. We may contact you by email with regard to your use of the Forums.

## **7. Reporting Offensive or Illegal Content**

- 7.1. While we do not control all the User-Generated Content posted to Forums by users, we do not wish to see harmful, offensive or illegal content on our Sites. If you have any concerns about any Content or User-Generated Content that appears on any Site or you believe that such Content or User-Generated Content is harmful, offensive or infringes your rights (such as your intellectual property rights), please Contact Us with the following information in sufficient detail:
  - a the location of the harmful/infringing/offensive content on a Site(s);
  - b a brief description of why you consider the content to be harmful, offensive or infringing and a statement confirming that you have a reasonable and honestly held belief that use of the content is not authorised;

- c a brief description of, and information related to, the copyright work which you believe is infringed (if applicable); and
- d your contact details.

7.2. We will remove any of Our Content and User-Generated Content if we reasonably believe it to be in breach of our Legal Terms without prior notice to you.

## **8. Suspension and Termination of Registration/Access to Forums**

8.1. We will determine in our discretion whether there has been a breach of our Legal Terms through your use of any Site and may take such action as we deem appropriate.

8.2. Failure to comply with our Legal Terms may result in our taking any or all of the following actions:

- a immediate, temporary or permanent withdrawal of your right to use our Sites (including our Forums);
- b immediate, temporary or permanent removal of any of your User-Generated Content Posted to our Site(s);
- c issue of a warning to you;
- d legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;  
further legal action against you;
- e disclosure of such information to law enforcement authorities as we reasonably believe to be necessary; or
- f any other action we reasonably consider to be appropriate.

## **9. Viruses, Hacking and Other Offences**

9.1. You must not:

- a misuse our Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- b attempt to gain unauthorised access to any Site, the server on which any Site is stored or any server, computer or database connected to any Site; or
- c attack any Site via a denial-of-service attack or a distributed denial-of-service attack.

9.2. Any breach of Clause 9 immediately ends your right to access our Sites and is a criminal offence which we will report to the relevant law enforcement authorities and co-operate with them by disclosing your identity.

- 9.3. We will not be liable to you for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to any Site or to your downloading of any material that is Posted on any of them, or on any website linked to them.

## **10. Third Party Sites**

- 10.1. A Site may contain links to other websites provided by independent third parties ("**Third Party Sites**"), either directly or through frames. Where possible, we will make clear such links are being made, although Third Party Sites may be co-branded with us and so include our trademarks. We are not responsible for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. In particular, if you use links from the Sites to an authorised connected site which is not operated by us to download software or any other material, file, image or data from the Third Party Site, you acknowledge and agree that we have no responsibility or liability in connection with it.
- 10.2. We are not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third party websites or pages linked to the Sites. If any hyperlinks to downloadable software sites are included on the Sites, these are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the licence agreement, if any, which accompanies or is provided with the software.
- 10.3. We make no representations of warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Sites.

## **11. Advertising and Sponsorship**

Part of any Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on it complies with applicable laws. We are not responsible to you for any error or inaccuracy in their advertising material.

## **12. No Offer**

Information or opinions provided by us or through a third party on the Sites does not constitute an offer to sell or solicit an offer to buy any goods or services.

## **13. Changes to the Legal Terms**

We may make changes to any Site or the Legal Terms from time to time without notice. You should review the Legal Terms of use regularly to ensure that you are aware of any changes we make. By continuing to use the Sites, you are agreeing now to be bound by future changes.

## **14. Disclaimer**

- 14.1. THE CONTENT OF THE SITES ARE DISTRIBUTED TO YOU WITHOUT ANY WARRANTY OF ANY KIND. WE AND ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITES AND OUR CONTENT.

- 14.2. INFORMATION ON THE SITES IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND TO THE FULLEST EXTENT PERMITTED BY LAW WE AND ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS DO NOT GIVE OR MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED IN RESPECT OF SUCH INFORMATION WHETHER IN RESPECT OF THE SITES. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF OUR CONTENT IS ASSUMED SOLELY BY YOU.
- 14.3. WE AND ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS:
- a MAKE NO EXPRESS OR IMPLIED CONDITION, WARRANTY, REPRESENTATION OR UNDERTAKING AS TO THE ACCURACY, ADEQUACY, COMPLETENESS, RELIABILITY OR TIMELINESS OF OUR CONTENT AND THE INFORMATION, MATERIAL, PRODUCTS AND SERVICES OR THE ERROR-FREE USE OF THE SITES. OUR CONTENT AND THE INFORMATION, MATERIAL, PRODUCTS AND SERVICES OUTLINED IN THE SITES MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON SUCH CONTENT SHALL BE AT YOUR SOLE RISK; AND
  - b DO NOT REPRESENT OR WARRANT THAT THE SITES WILL BE AVAILABLE OR THAT IT WILL MEET YOUR REQUIREMENTS, THAT ACCESS WILL BE UNINTERRUPTED, THAT THERE WILL BE NO DELAYS, FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, THAT NO VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE TRANSMITTED OR THAT NO DAMAGE WILL OCCUR TO YOUR COMPUTER SYSTEM. YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACK UP OF DATA AND/OR EQUIPMENT AND FOR UNDERTAKING REASONABLE AND APPROPRIATE PRECAUTIONS TO SCAN FOR COMPUTER VIRUSES OR OTHER DESTRUCTIVE PROPERTIES.

## **15. Limitation of Liability**

- 15.1. Our Content and any User-Generated Content is for your general information and use only and is not intended to address your particular requirements. While we aim to update the Sites regularly, any of Our Content or User-Generated Content may be out of date and we assume no responsibility for updating it. In particular, Our Content and any User-Generated Content does not constitute any form of advice, recommendation or arrangement to you by us and is not intended to be relied upon by you in making (or not making) any particular decision.
- 15.2. We have no liability to you because of:
- a any reliance you placed on Our Content or User-Generated Content; and
  - b any arrangement made between you and any third party named on any Site, which was made at your sole risk and responsibility.
- 15.3. Because of the number of sources from which we obtain Our Content and User-Generated Content and the nature of electronic distribution via the internet, we do not give any warranties in respect of the Sites or the Site Services. In particular, the Site Services are provided on an "as is" basis. We disclaim all warranties, conditions or duties of every nature whatsoever (except any duties of good faith),



including without limitation, any implied warranties of merchantability, of fitness for a particular purpose, any express or statutory warranties, and any warranties or duties regarding accuracy or timeliness. In addition, we do not warrant that the Site Services are free from infection by viruses or anything else that has contaminating or destructive properties.

- 15.4. To the fullest extent allowed by applicable law, you agree that we will not be liable to you and/or any third party for any consequential or incidental damages, including loss of business, income or revenue, lost profits or contracts, loss of data, privacy or goodwill, failure to meet any duty including but not limited to any duty of good faith or any indirect, special, or punitive damages whatsoever that arise out of or in connection with the use of the Sites or the Site Services or any breach of our Legal Terms by us, even if we have been advised of the possibility of such damages.
- 15.5. Notwithstanding the provisions of this part, our liabilities will not be limited to any that cannot be excluded or limited by law.
- 15.6. You agree to fully indemnify, defend and hold us and our affiliates, and their respective officers, directors, owners, agents, information providers and copyright owners from and against any and all claims, losses, costs and expenses (including attorneys' fees) incurred by any such party in connection with any claim arising from your use of or connection to the Sites, or from any breach by you of these Legal Terms.

## **16. Third Party Copyright**

Some of the content used on our Sites (such as, but not limited to, images and/or audio-visual material) may be the copyrighted works of third party suppliers, who reserve all their rights in such content. These third parties shall be entitled to the benefit of the Legal Terms in respect of their content as if they were "we" and shall be bound accordingly.

## **17. News by E-Mail**

We may give you the option to subscribe to any e-mail news service so that your use of any information received in this manner will be subject to our Legal Terms.

## **18. Privacy Policy**

- 18.1. The personal information that you provide to us will only be used by us in accordance with our Privacy Policy, which can be accessed via the link on the Legal page. Our Privacy Policy does not apply to Third Party Sites.
- 18.2. Our Privacy Policy is hereby incorporated into these Legal Terms as though fully set forth herein. By agreeing to these Legal Terms you also give your consent to the way we handle your personal information under that Privacy Policy.

## **19. General**

You may not assign, sub-licence or otherwise transfer any of the rights under these Legal Terms. If any term is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions, which shall remain in full force and effect. Failure by either us or you to exercise any right or remedy under our Legal Terms does not constitute a waiver of that right or remedy. Headings in our Legal Terms are for convenience only and have no legal effect.

**20. Choice of Law and Jurisdiction**

Our Legal Terms are governed by, and construed in accordance with, the laws of the United Arab Emirates applicable in Dubai and you irrevocably agree that the courts of Dubai have exclusive jurisdiction to settle any dispute between us.

**21. Entire Agreement**

- 21.1. These Legal Terms represent the entire understanding and agreement between us and you concerning your use of the Sites and Our Content. Any and all previous courses of dealing, written or oral understandings, discussions, representations, correspondence and communications between us and you relating to the matters covered by these Legal Terms are hereby superseded. You agree that you have not relied upon, and will have no remedy in respect of, any warranty, statement, representation or understanding made by us or any other party unless it is expressly set out in these Legal Terms.
- 21.2. If any provision of these Legal Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Legal Terms and the remainder of the provisions in question shall not be affected.

**22. Contact Us**

Any queries or comments about the Sites or these Legal Terms should be directed via our Contact Us form.

**September 2015**