

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

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1. WHO WE ARE AND HOW TO CONTACT US

1.1 www.zawdeh.com is a site operated by Zawdeh DMCC ("we"). We are registered under the Dubai Multi Commodities Authority in Dubai, United Arab Emirates. We are providing a collection of online resources which include, but not limited to, classified advertisements and offers (collectively, the "Service") on the website www.zawdeh.com and any mobile derivatives (collectively, the "Website").

1.2 To contact us, please email customer.care@zawdeh.com, or telephone our customer service line on +9714 552 0100.

2. BY USING OUR WEBSITE, YOU ACCEPT THESE TERMS

2.1 The Website and the Service are provided to you subject to these terms of use ("Terms"). By accessing the Website or using the Service, you agree that you have read, understood and agree to be bound by these Terms. For the purpose of the Terms and wherever the context so requires, the terms "you" and "your" shall mean any person who uses the Website or the Service in any manner whatsoever including persons browsing the Website and its content, posting comments or any content or responding to any advertisements or content on the Website.

2.2 These Terms refer to the following additional terms, which also apply to your use of our Website and the Service:

(i) our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Website and the Service, you consent to such processing and you warrant that all data provided by you is accurate; and

(ii) our [Cookie Policy](#), which sets out information about the cookies on our Website.

2.3 If you do not agree to any part of these Terms, you are hereby notified and instructed to refrain from engaging and utilising the Website and the Service immediately. You should read all of these Terms carefully.

2.4 We amend these Terms from time to time at our sole discretion. Every time you wish to use our Website and the Service, please check these Terms to ensure you understand the terms that apply at that time.

3. OUR RELATIONSHIP WITH YOU

3.1 Zawdeh is only an online platform provider. We help small to medium enterprises receive more value for their purchases and secure more privileges on Terms you accept. We are an independent contractor for all purposes, and do not act as your agent, partner or trustee, and you have no authority to bind us in any manner whatsoever.

3.2 We do not have control of, or liability for, any third party products, information or services that are available through the Website and the Service. We do not guarantee the identity of any third party, neither do we ensure that a third party will complete a transaction.

- 3.3 Intellectual Property. "www.zawdeh.com", "Zawdeh", and all logos related to the Website and the Service cannot be copied, imitated or used without our prior written consent. In addition, you may not alter, modify or change our HTML logos in any way, use them in a manner that is disparaging to us or our Website and the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to our Website and the Service, any content thereon, the technology related to them, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Zawdeh and its licensors.
- 3.4 Assignment. You may not transfer or assign any rights or obligations you have under these Terms without our prior written consent. We reserve the right to transfer or assign these Terms or any right or obligation under this these Terms at any time.
- 3.5 Password Security and Keeping Your Email and Address Current. You are responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that you use to access the Website and the Service. You are responsible for keeping your mailing address and email address up to date in your Zawdeh profile.
- 3.6 Using material on our Website. There is intellectual property and other material published in our Website, which are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website and the Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 3.7 Notices to You. You agree that we may provide you communications about your usage of the Website and the Service. Any electronic communications will be considered to be received by you within 24 hours after the time we post it to our website or email it to you. Any communications sent to you by postal mail will be considered to be received by you 3 business days after we send it.
- 3.8 Contacting You. In order to contact you more efficiently, we may at times contact you using autodialed or prerecorded message calls or text messages at the telephone number(s) you have provided us. We may place such calls or texts to:
- (i) provide notices regarding your account activity on the Website and the Service;
 - (ii) investigate or prevent fraud; or
 - (iii) collect a debt owed to us. You agree that we, our Website and Service providers and third parties may contact you using autodialed or prerecorded

message calls and text messages to carry out the purposes we have identified above. We may share your phone number(s) with the Website and Service providers with whom we contract to assist us in pursuing these interests, and we may share your phone number(s) with third parties for their own purposes. Standard telephone minute and text charges may apply.

3.9 Recording Calls. You understand and agree that we may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. You acknowledge and understand that, while your communications with us may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls will be retained or retrievable.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 Your access to and use of our Website and the Service and other materials is solely at your own risk. We make no warranty whatsoever about the reliability, stability or virus-free nature of the Website and the Service.

4.2 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

4.3 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

4.4 The Service may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values. If you wish to complain about information and materials uploaded by other users, please contact us on www.zawdeh.com/contact.

4.5 We act as a venue to allow our users who comply with these Terms to offer, sell, and buy products and services listed on the Website. We are not a party to such transactions, have no control over any element of such transactions, and, as far as the law allows, and subject to our Privacy Policy, we shall not be liable for your interactions with any organizations and/or individuals on the Website or through the Service. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with any interaction you may have with other organizations and/or individuals. These dealings are solely between you and such organizations and/or individuals. As far as the law allows, and subject to our Privacy Policy, we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. In the event that you have a dispute with one or more other users, as far as the law allows, and subject to our Privacy Policy, you hereby release Zawdeh, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service.

- 4.6 We are not responsible for ads, directory information, business listings/information, messages between users, including without limitation e-mails or chats or other means of electronic communication, whether through the Website or another Third Party Website (defined below) or offerings, comments, user postings, files, images, photos, video, sounds, business listings/information and directory information or any other material made available through the Website and the Service ("Content"), and by using the Website and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. As far as the law allows, you are responsible for and must evaluate, and bear all risks associated with, the use of any Content. You may not rely on said Content, and under no circumstances will we be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content listed, e-mailed or otherwise made available via the Service.
- 4.7 We are not obliged to pre-screen or approve any Content, but we have the right, in our sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms and such violation being brought to our knowledge or for any other reason or no reason at all. Furthermore, the Website and Content available through the Website may contain links to other third party websites ("Third Party Websites"), which are completely unrelated to Zawdeh. If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies. As far as the law allows, we make no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Websites, and your linking to any other websites is, as far as the law allows, completely at your own risk and we disclaim all liability thereto.
- 4.8 We do not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and, as far as the law allows, we expressly disclaim any and all liability in connection with user Content. We do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and we may, at our sole discretion, remove any infringing Content. We reserve the right to remove any Content without prior notice. We may also terminate a user's access to the Website, if they are determined to be a repeat infringer or found to be indulging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than once and/or has had a user submission removed from the Website more than once. Further, at our sole discretion, we reserve the right to decide whether any Content is appropriate and complies with these Terms.
- 4.9 We aim to ensure that availability of the Website and the Service will be uninterrupted and that transmissions will be error-free. However, this cannot be guaranteed and we reserve the right to withdraw or amend the Website and the Service at any time and without any advance notice or justification. Also, your access to the Website and the Service may occasionally be suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. We will not be liable, however, if for any reason the Website and/or the Service is unavailable at any time or period.
- 4.10 To the maximum extent permitted by applicable law, we disclaim all warranties relating to the information, products contained on or through the Website and the Service. All such information is provided "as is" without warranty of any kind. We

hereby disclaim all warranties and conditions with regard to this information, products contained on or through the Website and the Service including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event will we be liable for any direct, special, indirect, incidental, consequential (including, among other things, loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage etc.), punitive or exemplary damages of any kind arising out of access to, or use of the Website and the Service, or delay or inability to use the Website and the Service or any information contained in connection with the Website and the Service. Nothing in this limitation of liability shall exclude liabilities not permitted to be excluded by applicable law.

5. YOUR WARRANTIES AND REPRESENTATIONS

5.1 You represent and warrant that you possess the legal right and ability to enter into any agreement with us and to use the Website and the Service in accordance with all the Terms explicitly and implicitly set out here.

5.2 You confirm to us that you are old enough to enter into legally binding contracts through the Website and the Service.

5.3 As far as the law allows, you are solely responsible for your own Content posted on, transmitted through, or linked from the Website and the Service and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, email or otherwise make available via the Website and the Service.

5.4 In connection with such Content posted on, transmitted through, or linked from the Website and the Service by you, you affirm, acknowledge, represent, warrant and covenant that:

- (i) you own or have and shall continue to, for such time the Content is available on the Website, have the necessary licenses, rights, consents, and permissions to use such Content on the Website and the Service (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorise us to use such Content to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms; and
- (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms.

6. USER SUBMISSIONS

6.1 You accept that various things can go wrong when using the Website and/or the Service, and/or when viewing and/or using the Content. You take on the responsibility and liability of these events happening and will have no claim against us if they happen.

6.2 When using the Website, you will be exposed to Content from a variety of sources, and that, as far as the law allows, we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use.

6.3 You further may be exposed to Content that is inaccurate, offensive, indecent, objectionable, defamatory or libellous and, as far as the law allows, and subject to our Privacy Policy, you agree to waive, and hereby do waive, any legal rights or remedies you have or may have against us with respect thereto.

7. UPLOADING CONTENT TO OUR SITE

7.1 By you posting Content to any public area of the Website, you agree to and do hereby grant to us all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service or Website by any party for any purpose which contravenes these Terms. These rights are perpetual and cannot be revoked by you and will apply and can be exercised throughout the world.

7.2 Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you agree not to post, email, host, display, upload, modify, publish, transmit, update or share any information on the Site, or otherwise make available Content:

- (i) that violates any law or regulation;
- (ii) that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant us all of the license rights granted herein;
- (iii) that infringes any of the foregoing intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
- (iv) that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever;
- (v) that harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (vi) that violates any (local) equal employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, colour, religion, sex, national origin, age, or disability of the applicant;
- (vii) that includes personal or identifying information about another person without that person's explicit consent;
- (viii) that impersonates any person or entity, including, but not limited to, a Zawdeh employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;

- (ix) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (x) that is false, deceptive, misleading, deceitful or constitutes "bait and switch" offer;
- (xi) that constitutes or contains "pyramid schemes", gambling, "jokes", "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "bait marketing", "negative option marketing", "referral selling" or unsolicited advertisements of a commercial nature;
- (xii) that constitutes or contains any form of advertising or solicitation if (i) posted in areas or categories of the Website which are not designated for such purposes; or (ii) e-mailed to Zawdeh users who have requested not to be contacted about other services, products or commercial interests;
- (xiii) that includes links to commercial services or Third Party Websites, except as specifically allowed by us;
- (xiv) that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law;
- (xv) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource;
- (xvi) that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Website and the Service, or that otherwise negatively affects other users' ability to use the Website and the Service; or
- (xvii) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Website or the Service.

7.3 Additionally, you agree not to:

- (i) contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a third party Website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;
- (ii) make any libelous or defamatory comments or postings to or against anyone;
- (iii) collect personal data about other users or entities for commercial or unlawful purposes;
- (iv) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Website and the Service, except for internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file;
- (v) post Content that is outside the local area or not relevant to the local area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure;
- (vi) post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas;
- (vii) attempt to gain unauthorised access to computer systems owned or controlled by us or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the

- Service or the Website;
- (viii) use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of our "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation; or
 - (ix) use any automated device or software that enables the submission of automatic postings on the Website without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals.

7.4 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

7.5 Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you also hereby grant each user of the Website a non-exclusive license to access your Content through the Website (this license excludes scrapping cases and any other possible use with commercial purposes). The foregoing license to each user granted by you terminates once you or we remove or delete such Content from the Website.

8. INDEMNITY

8.1 As far as the law allows, and subject to our Privacy Policy, you agree to defend, indemnify and hold harmless Zawdeh, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

- (i) your violation of any provision of these Terms;
- (ii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or
- (iii) any claim that your Content caused damage to a third party. As far as the law allows, and subject to our Privacy Policy, this defence and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Service and the Website.

9. SECURITY

9.1 We will take all reasonable measures to ensure that information you transmit to us using the Website and the Service remain confidential and protected from unauthorised access. Despite those measures, however, we do not warrant that unauthorised access to that information can never happen and we will not be liable for any such unauthorised access.

10. CONSENT

- 10.1 We are sensitive to and aware of your privacy concerns. Each time you utilise the Website and the Service you agree and consent to our collection, use, disclosure and processing of your personal information and data in any form. Also, you agree and consent that the provision of any personal information and data by you which is relative to another person is hereby deemed to be obtained by us with proper consent from such other person for our use, disclosure and processing.
- 10.2 You agree that we are authorised to use your personal data and information provided by you for any and all purposes we determine in connection with the Website and the Service, our business and applicable law, including but not limited to the following purposes:
- (i) confirm and complete application forms completed by you;
 - (ii) provide customer support (including responding to your requests), troubleshooting and attempts to resolve problems and disputes;
 - (iii) contact you to verify the information you provide to us;
 - (iv) understand and anticipate your needs and preferences;
 - (v) ensure the services is of interest to you (including customization of advertising and content) and to help us better understand your use of the services;
 - (vi) protect the security and integrity of the services;
 - (vii) conduct internal reviews of the services and administer the services' systems;
 - (viii) comply with, monitor compliance with and enforce these terms and any other applicable agreements and policies;
 - (ix) develop, enhance and market our products and services or the products and services of third parties;
 - (x) provide you with promotional materials, offers and personalized information;
 - (xi) manage our business and operations;
 - (xii) meet legal and regulatory requirements;
 - (xiii) provide administrative communications to you;
 - (xiv) use user-generated content in our sole discretion; and
 - (xv) for other purposes as may be disclosed when you provide non-personally and personally identifiable information to us.
- 10.3 You agree that we may disclose your personal data and information, including non-personally and personally identifiable information in the following ways:
- (i) to any person who, in our sole discretion, is authorised to receive your personal data and information as your agent, including as a result of your business dealings with that person;
 - (ii) to our third party vendors so that they may provide support for our internal and business operations, including for the handling of data processing, data storage, surveys, research, internal marketing, delivery of promotional and transaction materials and service maintenance and security;
 - (iii) to third parties when you (i) engage in certain activities on or through the Website and the Service and/or (ii) respond to promotional materials from us and you authorise a third party to use your personal data and/or information;
 - (iv) as required by applicable law or ordered by a court, regulatory or administrative agency;
 - (v) as we deem necessary, in our sole discretion, if we believe that you are

violating any applicable law, rule or regulation, or are otherwise interfering with another's rights or property, including, without limitation, our rights or property;

- (vi) if requested by any authorities in the event of any act of terrorism or instance of local, regional or national emergency;
- (vii) to enforce the terms and any other applicable agreements and policies;
- (viii) to enforce or protect our rights;
- (ix) in the event that we sell or buy any business or assets, in which case we may disclose your personal data and/or information to the prospective seller or buyer of such business or assets;
- (x) if substantially all of our assets are acquired by a third party, in which case personal data and information held by us about our users will be one of the transferred assets; and
- (xi) to our affiliated companies (i.e., companies under common control or management with or by us).

10.4 Identity Authentication. You authorise us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, an identity card copy and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your details recorded with the Website and the Service. We may also ask to see your driver's license or other identifying documents at any time. We reserve the right to close, suspend, or limit your access to the Website and the Service in the event we are unable to obtain or verify this information.

10.5 Third Party Permissions. If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your account on the Website and the Service, either through your use of the third party's product or services or through the Website and the Service, you acknowledge that we may disclose the information about you and your account that is specifically authorised by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. Further, you acknowledge and agree that you will not hold us responsible for, and will indemnify us from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

10.6 Restricted Activities. In connection with your use of our Website and the Service, or in the course of your interactions with us, our group companies or third parties, you will not:

- (i) breach these terms, or any other agreement or policy that you have agreed to with us;
- (ii) violate any law, statute, ordinance, regulation, moral or ethical code of the United Arab Emirates;
- (iii) infringe our, or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- (iv) act in a manner that is defamatory, trade libelous, threatening or harassing;
- (v) provide false, inaccurate or misleading information;
- (vi) send or receive what we reasonably believe to be potentially fraudulent information;
- (vii) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;

- (viii) conduct your business or use the Website and the Service in a manner that results in or may result in complaints, disputes, claims, fines, penalties or other liability to us, our group companies, third parties or you;
- (ix) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to interfere with our Website or the Service;
- (x) take any action that may cause us to lose any of the services from our internet services providers, or other third parties;
- (xi) harass and/or threaten our employees, agents, or any other party associated with us, the Website and the Service and our group companies.

11. TERMINATION

- 11.1 For the avoidance of doubt, we may terminate or suspend access to the Website and the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if we determine that you are in breach of the Terms.
- 11.2 All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnities and limitations of liability.

12. UPDATING YOUR CONTACT INFORMATION

- 12.1 It is your responsibility to keep your primary email address up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your services provider, or you are otherwise unable to receive electronic communications, we will be deemed to have provided the communication to you.
- 12.2 Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add us to your email address book so that you will be able to receive the communications we send to you.
- 12.3 You can update your primary email address or street address at any time by logging into our website.

13. CHANGES

- 13.1 We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try (but are not obliged) to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
- 13.2 By continuing to access or use our Website and the Service after those revisions become effective, you agree to be bound by those revised terms. If you do not agree to the new terms, you are instructed and advised to immediately cease using the

Website and the Service.

14. DISPUTES WITH ZAWDEH

14.1 You and we agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the provisions set forth in this clause. Please read this clause carefully. It affects your rights and will impact how claims you and we have against each other are resolved.

14.2 Contact Us First. If a dispute arises between us, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between us regarding the Website and the Service may be reported by sending us an email to customer.care@zawdeh.com or by calling us on +9714 552 0110 or +9714 552 0100.

14.3 Governing Law. You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in these Terms, the laws of Dubai will govern these Terms and any claim or dispute that has arisen or may arise between us.

14.4 Agreement to Arbitrate. You and we each agree that any and all disputes or claims that have arisen or may arise between us, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court (the "Agreement to Arbitrate").

14.5 Arbitration Procedures. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Dubai. The language to be used in the arbitration shall be English.

14.6 Opt-Out Procedure. If you are a new Zawdeh user, you can choose to reject these Terms to arbitrate ("opt out") by mailing us a written opt-out notice (the "Opt-out Notice"). The Opt-out Notice must be postmarked no later than 30 days after the date you accept the terms for the first time. You must mail the opt-out notice to us, customer.care@zawdeh.com. You must sign the Opt-out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms, including all other provisions of clause 10, will continue to apply. Opting out of these Terms to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

14.7 Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to these Terms to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims

governed by the Agreement to Arbitrate that have arisen or may arise between us. We will notify you of amendments to these Terms to Arbitrate by posting the amended terms on www.zawdeh.com at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your account within the 30-day-period and you will not be bound by the amended terms.

- 14.8 **Insolvency Proceedings.** If any proceeding by or against you is commenced under any provision of the laws of the United Arab Emirates, or under any other bankruptcy or insolvency law, we will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of these Terms.
- 14.9 **No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 14.10 **Release of Zawdeh.** If you have a dispute with one or more users of the Website and the Service, you release us (and our parent, our affiliates, and our and their respective officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

15. GENERAL PROVISIONS

- 15.1 **License Grant from You to Zawdeh; IP Warranties.** When providing us with Content or posting Content using the Website and the Service, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the Content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against us, our sublicensees or our assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your posting of Content using the Website and the Service, and our use of such Content (including of works derived from it) in connection with the Website and the Service.
- 15.2 **License Grant from Brokers to Zawdeh.** If you are a Broker using the Website and the Service, you hereby grant us a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free right to use and display publicly, during the term of these Terms, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, services marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of identifying you as a merchant that accepts our service as a payment form, and any other use to which you specifically consent.
- 15.3 **Entire Agreement.** If any provision of these Terms is held to be invalid or unenforceable by a court of law, the remaining provisions of these Terms will remain in effect. These Terms and anything they refer to constitute the entire agreement

between us regarding our Services, and supersede and replace any prior agreements we might have between us and you regarding the Services.

- 15.4 **Translated Agreement.** Any translation of these Terms is provided solely for your convenience and is not intended to modify the terms of these Terms. In the event of a conflict between the English version of these Terms and a version in a language other than English, the English version shall apply.