

Terms of Use

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MASHREQPROPERTYMART.COM STATING THE TERMS THAT GOVERN YOUR USE OF THE WEBSITE. BY ACCESSING AND USING THE WEBSITE YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE WEBSITE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU: CHANGES, ADDITIONS OR DELETIONS ARE NOT ACCEPTABLE AND MASHREQ BANK MAY REFUSE ACCESS TO THE WEBSITE FOR NONCOMPLIANCE WITH ANY OF THE TERMS OF THIS AGREEMENT.

Terms of Use

1. Acceptance of Terms of Use

- **Mashreqpropertymart.com** (the "**Website**") is a community content website operated by Mashreqbank PSC and its affiliates (referred to as "Mashreqpropertymart" or "we"). Content (as defined in Clause 3 below) is uploaded by Mashreqpropertymart and other users of the Website.
- These are the terms on which Mashreqpropertymart allows you to access and use the Website, whether as a guest or a registered user. Please read these Terms of Use carefully before you start to use the Website.
- By accessing and using the Website, you are accepting these Terms of Use and agreeing to abide by them.
- If you do not agree to these Terms of Use, then you are not permitted to use the Website.

2. Mashreqpropertymart's Proprietary Rights

- You agree that Mashreqbank PSC (or its affiliates, as the case may be) is the owner or the licensee of all intellectual property rights in the Website, and the Website itself is a collective work and/or compilation solely owned by Mashreqpropertymart. The Website is protected by copyright laws and treaties around the world.
- You may not copy, distribute, reproduce, sell, lease, assign, rent, sublicense, encumber any aspect of the Website or any Content (as defined in Clause 3 below).
- You also may not modify or create derivative works of any aspect of the Website or any Content (as defined in Clause 3 below), other than with respect to your own Content (as defined in Clause 3 below).
- You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in the Website or any software or database connected to the Website.

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3. Content

- **"Content"** refers to any listing, forums, event listings, reviews, postings, messages, text, files, images, photos or any other material posted on the Website.
- By posting Content on the Website:
 - you grant Mashreqpropertymart the non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, copy, reproduce, distribute perform, display, modify or create derivative works of the Content perpetually and for any lawful purpose Mashreqpropertymart sees fit;
 - you warrant that the holder of any rights, including moral rights in such Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license in the preceding sentence;
 - you permit any other user of the Website to access, display, view, store and reproduce such Content; and
 - you grant Mashreqpropertymart the right to prohibit the subsequent access, storage and reproduction or use of said Content by any party to any extent Mashreqpropertymart sees fit.
- Mashreqpropertymart is not responsible for, and no reliance should be placed, in any way on any Content posted, transmitted through or linked to the Website.
- Mashreqpropertymart reserves the right to (1) refuse to share or display, (2) move; or (3) delete any Content posted on the Website.
- Mashreqpropertymart reserves the right to block a free account from posting auto listings if it determines excessive use of the account. Paid accounts are available for users who wish to post a large volume of auto listings.
- Mashreqpropertymart aims to update the Website regularly, and may change the Content at any time. Any of the Content may be out of date at any given time, and we are under no obligation to update such material.

4. Links to Third Party Sites

- Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only.
- We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

5. Notification of Claims of Infringement

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- It is forbidden to post any Content that violates any international, federal, national, local copyright, patent, trademark or other intellectual property laws applicable in the United Arab Emirates.
- Mashreqpropertymart is not responsible for any Content submitted by a user that infringes another's proprietary rights.
- If you are aware of any Content that you believe infringes on yours or a third party's proprietary rights, please contact us at <https://www.mashreqpropertymart.com/contact/>
- Please include in any such notice:
 - a link to the alleged infringing material;
 - a description of the alleged infringing material;
 - a statement contesting that the copyrighted material was not posted by the holder or permitted licensee of said copyright;
 - your contact details (including email address); and
 - your signature (physical or electronic).
- Mashreqpropertymart may, but is under no obligation to screen or monitor any Content. If notified of Content which allegedly does not conform to these Terms of Use or infringes a third party's proprietary rights, Mashreqpropertymart may investigate the allegation and determine in its sole discretion whether to remove or request the removal of the Content. Mashreqpropertymart has no liability or responsibility to users for performance or nonperformance of such activities.

6. Privacy Policy

- Mashreqpropertymart respects your privacy and has developed a detailed Privacy Policy that is incorporated into this Agreement. Please take the time to read our Privacy Policy found here <http://www.mashreqbank.com/uae/en/general/privacy-policy.aspx> . By agreeing to these Terms, you are also accepting the terms of our Privacy Policy.

7. Access and Linking to the Website

- Your access to the Website is provided on a non-exclusive, temporary and revocable basis by Mashreqpropertymart, and Mashreqpropertymart reserves the right to withdraw or amend your right to access to the Website without notice.
- Mashreqpropertymart will not be liable if for any reason the Website is unavailable at any time or for any period.
- You may not:

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- use any robot spider, scraper or other automated means to access Mashreqpropertymart and collect content for any purpose or otherwise copy or download content. A limited exception is granted to search engines and non-commercial public archives, but not for websites that include any form of classified listings; and
- harvest or otherwise collect information about others, including email addresses, without their consent.
- You may establish a hyperlink on your website to the Website, or to postings within the Website, for non-commercial use, so long as you do so in a way that is fair and legal and does not damage or take advantage of Mashreqpropertymart's reputation (or of any person connected to Mashreqpropertymart).
- You must not establish a hyperlink in a misleading way or as to suggest any form of association, approval or endorsement of Mashreqpropertymart or any other third party where none exists.
- The Website must not be framed on any other website.
- Mashreqpropertymart reserves the right to withdraw or amend the above linking permission without advance notice. The website from which you are linking must comply in all respects with the content standards set out in these Terms of Use.
- You may not: use automated means to post content on Mashreqpropertymart (via the web interface) without our consent.
- You will not maintain more than one account.
- If Mashreqpropertymart disables your account, you will not create another one without our permission.

8. Limitations on Your Usage of the Website

- Mashreqpropertymart may establish any limitations, in our sole discretion, on your usage of the Website, including, but not limited to, limitations on the length of time that Content may remain on the Website, the file size of an individual item of Content, number of items of Content that can be posted.

9. Conduct & Acceptable Use; No Spam

- You agree to not post, email, or make available through the Website any Content that is objectionable to Mashreqpropertymart or in contradiction to applicable laws or regulations. In this regard, you agree not to post, email or make available through the Website any Content that:
 - is unlawful, harmful, threatening, abusive, defamatory, libelous, invasive or any information harmful to minors;

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- is of a political nature and/or is critical of any government or municipal employee in any jurisdiction.
- is pornographic or any kind of nudity, sexually explicit or perverse content;
- is anti-Islamic or in any way derogatory towards Islam;
- is racist or discriminatory content towards any race, religion, creed, nationality, gender or any other grouping of individuals;
- impersonates any another person;
- includes personally identifiable information about another person without their permission;
- is false or deceptive;
- solicits the sale of goods or services, except when (1) posted in the appropriately designated area of the Website for such sales, or (2) emailed to another user of the Website who expressly wish to be contacted by you;
- includes links to other websites, except when (1) expressly approved by Mashreqpropertymart in writing, and (2) posted in a posting uploaded by you in the appropriately designated area;
- advertises the sale of anything illegal under any applicable law or regulation in the jurisdiction you are selling the product from or to;
- violates any applicable international, federal, national, local copyright, patent, trademark or other intellectual property laws;
- contains any software viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- disrupts the normal flow with an excessive number of messages; or
- uses misleading contact details to disguise the true origin.
- You further agree not to:
 - contact people who do not wish to be contacted;
 - stalk or harass other users of the Website;
 - collect personal information about users for commercial or unlawful purposes;
 - post Content that is irrelevant or unrelated to the category or discussion thread where such Content is posted;

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- post the same good or service in more than two categories;
- to post, email, make available through the Website or contact Mashreqpropertymart or any other users of the Website with any spam, junk mail, chain letters, pyramid or Ponzi schemes, or unsolicited email advertisements; or
- attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website,

for the avoidance of doubt, the above list of prohibited content and actions is not exhaustive and Mashreqpropertymart reserves the right to (i) remove any content that it considers (in its absolute and sole discretion) to be objectionable or in contradiction to applicable laws or regulations without notice; and (ii) take necessary steps to prevent persons who post content and/or conduct themselves in contravention of this Clause 9 from accessing the Website.

10. Dealings with Third Party Organization and Individuals

- Mashreqpropertymart operates the Website as an online community portal for buyers, sellers, consumers and community members. Mashreqpropertymart does not sell any item listed on the Website directly and is never a party to any transaction between buyers and sellers. As a result, Mashreqpropertymart does not (a) guarantee or ensure any item listed on the Website or any transaction between a buyer and seller, (b) collect or process payment or transfer of title on behalf of buyers or sellers, or (c) warehouse, store, ship or deliver any item listed on the Website. Furthermore, Mashreqpropertymart is not responsible for, nor holds itself out as promoting, any interaction or dealing between you and 1 or more other user(s) of the Website, and Mashreqpropertymart will not be liable in any way for any such interactions or dealings.
- You will not hold Mashreqpropertymart responsible for other users' Content, actions or inactions, items they list or the destruction of allegedly fake items. While we may help facilitate the resolution of disputes, Mashreqpropertymart is not obliged to participate in any dispute between you and other user(s) of the Website. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' Content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item. For certain categories, particularly motor vehicles and real estate, an offer initiates a transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller.
- You acknowledge that Mashreqpropertymart does not monitor, verify or approve Content, and that you are solely responsible for evaluating and verifying the accuracy of any Content posted on the Website.

12. Disclaimer of Warranties

- You use the Website at your own risk.

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- The Website is provided without warranty and is provided on an “as is, as available” basis.
- MASHREQPROPERTYMART HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE WEBSITE OR ANY SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, MASHREQPROPERTYMART SPECIFICALLY DISCLAIMS THE FOLLOWING WITH RESPECT TO THE WEBSITE:
 - IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY SERVICE OR GOOD ACQUIRED BY YOU FROM A THIRD PARTY;
 - OF THE ACCURACY, TIMELINESS, SECURITY AND PERFORMANCE OF THE WEBSITE; OR
 - FREEDOM FROM ANY ERRORS OR VIRUSES, TROJANS, WORMS, LOGIC BOMBS OR OTHER MATERIAL WHICH IS MALICIOUS OR TECHNOLOGICALLY HARMFUL.

13. Limitation of Liabilities

- To the maximum extent permitted by applicable law, Mashreqpropertymart hereby expressly excludes any liability for any damages whatsoever (including, without limitation, direct, indirect, special, punitive, incidental or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- In particular, Mashreqpropertymart is not liable for any damages or losses resulting to you or a third party from:
 - the use or the inability to use the Website;
 - services or goods acquired through the Website;
 - any Content displayed on the Website; or
 - a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

14. Indemnity

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- You agree to indemnify, defend and hold harmless Mashreqpropertymart, its shareholders, officers, directors, employees, and agents from any claims, actions, demands, damages, losses or attorney fees alleging or resulting from your use or misuse of the Website or any Content, your breach of these Terms of Use, your violation of any third party's proprietary rights, or any disputes between you and one or more users connected to or arising from the Website in any way.

15. Termination of Access to the Website

- Mashreqpropertymart reserves the right to block you or terminate you from accessing the Website for any breach of these Terms of Use at any time without any notice.
- Mashreqpropertymart reserves the right to delete any of your Content from the Website at any time.
- Mashreqpropertymart is not liable to you or a third party for any termination of your access to the Website or deletion of your posted Content.
- You agree not to try to use the Website after said termination.

16. Violations of Terms of Use

- Please notify us if you become aware of any violations by third parties of these Terms of Use.

17. Enforcement of Terms of Use

- Mashreqpropertymart reserves the right to take steps Mashreqpropertymart believes are reasonably necessary or appropriate to enforce and/or verify compliance with any of these Terms of Use (including, but not limited to Mashreqpropertymart's right to cooperate with any legal process relating to your use of the Website, and/or a third party claim that your use of the Website is unlawful and/or infringes such third party's rights). You agree that Mashreqpropertymart has the right without liability to you to disclose any registration data and/or account information to law enforcement authorities, government officials and/or third parties, as Mashreqpropertymart believes is reasonably necessary or appropriate to enforce and/or verify compliance with any of these Terms of Use (including, but not limited to Mashreqpropertymart's right to cooperate with any legal process relating to your use of the Website, and/or a third party claim that your use of the Website is unlawful and/or infringes such third party's rights).

18. General

- You agree that the fact that these Terms of Use are in electronic format does not affect in any way their validity or enforceability.
- These Terms of Use constitute the entire agreement between you and Mashreqpropertymart regarding its subject matter and supersede any contemporaneous or prior oral or written

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agreements, representations, understandings or discussions between you and Mashreqpropertymart, whether implied or express.

- Mashreqpropertymart's delay or failure to exercise a right or act on a breach of these Terms of Use does not waive our right to do so in the future.
- The provisions of these Terms of Use shall be deemed severable, and if any provision is determined to be illegal or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding.
- You may not assign any part of these Terms of Use without Mashreqpropertymart's express written permission. Mashreqpropertymart may assign these Terms of Use immediately upon posting a notice of such assignment on the Website

19. Governing Law & Dispute Resolution

- These terms are governed by UAE laws.
- In the event of any disputes between you and Mashreqpropertymart, the applicable law will be that of UAE governing laws. Mashreqpropertymart is open to first attempting to resolve the dispute in an informal and amicable manner.
- However, this Agreement and all disputes and claims arising out of or in connection with its subject matter are to be governed by and construed in accordance with the laws of the the Emirate of Dubai. The Parties irrevocably agree that the courts of Dubai Courts shall have exclusive jurisdiction to settle any dispute that arises out of or in connection with this Agreement.

20. Modifications to Terms of Use

- Mashreqpropertymart reserves the right at any time and from time to time to update, revise, supplement and otherwise modify these Terms of Use and to impose new and/or additional rules, policies, terms and/or conditions on your use of the Website (collectively referred to as "Additional Terms"). Such Additional Terms will be effective immediately and incorporated into these Terms of Use. Your continued use of the Website constitutes you acceptance of all such Additional Terms. Any Additional Terms are hereby incorporated into these Terms of Use by this reference.