

Mobile Application End User License Agreement

Effective as of: March First, 2024

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 - a. The Application may automatically download and install all available Updates; or
 - b. You may receive notice of or be prompted to download and install available Updates.

Promptly downloading and installing all Updates is your responsibility. Failure to do so may result in the Application or certain parts thereof not functioning properly. You also agree that all Updates will be considered part of the Application and subject to all terms and conditions outlined in this Agreement.

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7. Term and Termination.

- a. The term of the Agreement commences when you download or install the Application and will continue in effect until terminated by you or Deals Drive L.L.C- O.P.C as set forth in this Section
- b. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- c. Deals Drive L.L.C- O.P.C may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- d. Upon termination:
 - i. all rights granted to you under this Agreement will also terminate; and
 - ii. you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- e. Termination will not limit any of Deals Drive L.L.C- O.P.C 's rights or remedies at law or in equity.

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- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION,

COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

- b. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR DEALS DRIVE L.L.C- O.P.C WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

10. Indemnification. You agree to indemnify, defend, and hold harmless Deals Drive L.L.C- O.P.C and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

11. Export Regulation: You are strictly prohibited from directly or indirectly exporting, re-exporting, or releasing the Application to any jurisdiction or country where such actions are prohibited by law, rule, or regulation. Compliance with all applicable export control and sanction laws and regulations, including restrictions concerning destinations, users, and intended usage, is mandatory for your usage of the Application. Before exporting, re-exporting, releasing, or otherwise making the Application available, you must adhere to all applicable laws, regulations, and rules, and complete all required undertakings, including obtaining any necessary export license or other governmental approval.

12. Alcohol-Related Content Access Restrictions. The Application may feature content, features, products, or services associated with alcohol. Access to this section is restricted to individuals who meet the legal age requirements for purchasing alcohol in both their country of residence and the country from which they access the app. Failure to meet these criteria may constitute a breach of laws or regulations in your country. Therefore, accessing this content is strictly prohibited. If you opt to access it in contravention of applicable laws or regulations, you acknowledge and assume the associated risks, releasing Deals Drive L.L.C- O.P.C, its affiliates, licensors, or service providers from any liability stemming from such actions.

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term, and all other provisions of this Agreement will continue in full force and effect.

- 14. Governing Law:** This Agreement is governed by and construed in accordance with the laws of the Dubai International Financial Centre, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be exclusively instituted in the courts of the Dubai International Financial Centre. However, we reserve the right to bring any suit, action, or proceeding against you for breach of the Agreement in your jurisdiction of residence or any other relevant jurisdiction. By accepting this Agreement, you waive any objections to the jurisdiction of such courts and consent to venue in such courts. Any arbitration award shall be final and binding upon the Parties and may be enforced by any court having jurisdiction in the same manner as a judgment. The parties' confidentiality obligations under this Agreement extend to the arbitration proceedings and documentation.
- 15. Entire Agreement.** Entire Agreement. This Agreement, our [Terms of Use](#), [Terms of Sale](#), [Rules of Use](#), and our [Privacy Policy](#) constitute the entire agreement between you and Deals Drive L.L.C- O.P.C with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.
- 16. Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable