

## **Deals Drive L.L.C- O.P.C Service Providers Agreement**

**This Agreement is effective as of March 1, 2024**

This Agreement regulates your usage of the Deals Drive L.L.C- O.P.C Services and constitutes an agreement between you (as defined below) and Deals Drive L.L.C- O.P.C ("Deals Drive," "we," "our," or "us"). By selecting "Accept" and checking the box, you acknowledge your agreement with all the terms and conditions outlined in this Agreement. Additionally, you must affirm that you have the legal capacity to enter into this Agreement independently. If you are representing a legal entity, you warrant that you possess the authority to legally bind such an entity, and this Agreement is enforceable upon it.

Deals Drive L.L.C- O.P.C retains the right to modify this Agreement at its sole discretion. The latest version of the Agreement will be accessible in the Deals Drive L.L.C- O.P.C Portal or provided as part of a Deals Drive L.L.C- O.P.C service providers newsletter or a similar email communication sent to Deals Drive L.L.C- O.P.C service providers, including yourself. You acknowledge that either or both notification methods are sufficient to apprise you of any amendments to this Agreement. You further commit to being bound by such amendments upon receiving such notification.

1. **Defined Terms:** In this Agreement, the following terms shall have the meanings ascribed to them:
  - 1.1 "Affiliate" means any person that directly or indirectly controls is controlled by, or is under common control with a specified person.
  - 1.2 "Applicable Law" refers to any federal, state, and local laws, rules, regulations, and orders that are relevant to a Party.
  - 1.3 "Business Days" means all days other than Saturday, and Sunday,
  - 1.4 "Holidays" means all days recognized as Public and national holidays by the government of the United Arab Emirates.
  - 1.5 "Customer Data" refers to all the data or information obtained from you or your Affiliates by Deals Drive L.L.C- O.P.C, its Affiliates, or any other source due to this Agreement, the transactions anticipated by this Agreement, or the parties' performance under this Agreement. This includes Order Information and any other relevant information.
  - 1.6 "Deals Drive L.L.C- O.P.C Channels" refers to the various channels through which Deals Drive L.L.C- O.P.C distributes its products and services. These channels include the Deals Drive L.L.C- O.P.C website, as well as other electronic offerings such as emails, mobile applications, and online platforms. These channels are either owned, controlled, or operated by Deals Drive L.L.C- O.P.C, its affiliates, or third-party business partners.

1.7 "Deals Drive L.L.C- O.P.C Community" refers to all of Deals Drive's L.L.C- O.P.C subscribers and customers, including those associated with Deals Drive's L.L.C- O.P.C affiliates.

1.8 "Deals Drive L.L.C- O.P.C Portal" refers to the online portal and tools that are made available to you by Deals Drive L.L.C- O.P.C. These tools are intended to be used for promoting your offers and products, as well as maintaining your presence on the Deals Drive L.L.C- O.P.C service.

1.9 "Deals Drive L.L.C- O.P.C Website" refers to the online platform of Deals Drive L.L.C- O.P.C, which can be accessed through [www.dealsdrive.app](http://www.dealsdrive.app)

1.10 "Offer Value" means the actual regular value of the product.

1.11 "Offer Information" refers to the information about the reserved product through the Deals Drive L.L.C- O.P.C Service, which we provide or make available to you.

1.12 "Person" refers to any individual or entity, including a partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency, or political subdivision.

1.13 "Product" refers to any product or service, including warranties, extended service plans, and related offerings that are offered through the Deals Drive L.L.C- O.P.C Service.

1.14 "Purchaser" refers to any member of the Deals Drive L.L.C- O.P.C Community who has obtained a voucher through our platform and who meets all our requirements.

1.15 "Third-Party Service Provider" refers to any external service provider that you engage to assist you in fulfilling your obligations under this Agreement.

1.16 "You" and "Your" refer to the applicant (if registering for or using the Deals Drive L.L.C- O.P.C Service as an individual) or the business employing the applicant (if registering for or using the Deals Drive L.L.C- O.P.C Service as a business) and any of its affiliates.

1.17 "Your Transaction" refers to any reservation of your Product(s) through the Deals Drive L.L.C- O.P.C Service.

**2. Deals Drive L.L.C- O.P.C Services.** Deals Drive L.L.C- O.P.C is a service that allows Service Providers to offer products to consumers through certain Deals Drive L.L.C- O.P.C platforms. To use the Deals Drive L.L.C- O.P.C Service, Service Providers must complete the registration process and provide certain information, such as but not limited to their legal name, tax identification number, address, phone number, and e-mail address. Deals Drive L.L.C- O.P.C will determine all aspects of the service, including whether to cease providing any or all aspects of it, and its content, appearance, and functionality. Additionally, Deals Drive L.L.C- O.P.C may, in its sole discretion, reject, remove, or suspend any or all products offered through the Deals Drive L.L.C- O.P.C Service.

### **3. Product and Services Offerings.**

3.1 Product Information. As part of the listing process for your products on Deals Drive L.L.C- O.P.C, we require you to provide certain information. If a product is already available on Deals Drive L.L.C- O.P.C, some of the information may be automatically filled in for you (known as "Existing Product Information"). By listing a product using this Existing Product Information, you agree that it is accurate and will be treated as if you provided the content yourself. You are responsible for ensuring that all product information is always accurate and complete by promptly updating it as necessary. If you notice any errors or inconsistencies in the Existing Product Information, you can contact [Info@dealsdrive.app](mailto:Info@dealsdrive.app) for assistance.

3.2 Prohibitions on Sale. Please note that it is strictly prohibited to offer for sale any illegal or counterfeit products or items that are listed on the excluded or restricted products pages in the Deals Drive L.L.C- O.P.C Stores Portal. Additionally, you should ensure that your products offered through the Deals Drive L.L.C- O.P.C Service comply with all applicable laws, including minimum age, marking, and labeling requirements. Your products should not contain any pornographic, hate-related, violent, or discriminatory content based on race, sex, religion, nationality, disability, sexual orientation, or age. Lastly, please note that you must not provide or request any website links for use on any Feature Page.

3.3 Online Terms. All products will be presented in alignment with, and under the conditions of, Deals Drive's L.L.C- O.P.C "[Terms of Sale](#)" published and accessible on the Deals Drive L.L.C- O.P.C Website, either as part of the "[Terms of Use](#)" or in another section, and may be revised by Deals Drive L.L.C- O.P.C periodically at its sole discretion (referred to as the "Online Terms"). It is incumbent upon you to consistently check and scrutinize the Online Terms to guarantee your adherence to this Agreement.

### **4. Operations and Customer Service.**

4.1 Cancellations. For every transaction, you are required to honor all vouchers issued to customers in alignment with this agreement, the online terms, relevant laws, and the policies outlined in the features page available at the time of the corresponding order. Specifically, if a customer receives a voucher and does not redeem it immediately, and during this period, you, as a service provider, decide to cancel the offer through the application, you are obligated, as per this agreement, to accept the voucher. The voucher remains valid for 24 hours from the date of acquisition by the user.

4.2 non-conformity: remember, solely, that it is your responsibility to rectify any discrepancies during the issuance of the voucher or any divergence in your product offerings. Ensuring the delivery of the product as advertised on our application when the customer acquires it is under your accountability. Failure to comply with this may result in repercussions, including the potential cancellation of your subscription with us.

4.3 Customer Service. You bear exclusive responsibility for all customer service matters related to the products and for fulfilling or not fulfilling any obligations in connection with them or under this agreement. Employing all commercially reasonable efforts, you must address any customer complaints or inquiries submitted through the Deals Drive L.L.C- O.P.C Service within a timeframe of two (2) business days.

## **5. Product Pricing.**

5.1 Your Pricing. You have the discretion to choose which of your products you want to make available through the Deals Drive L.L.C- O.P.C Service; nevertheless,

- i. All listed products must be priced at your lowest available rate, and
- ii. You must disclose all charges and refrain from imposing any extra or additional fees.
- iii. If the same products are available through other sales channels at lower prices, Deals Drive L.L.C- O.P.C reserves the right to withdraw from the product listing.

5.2 Opting Out and Selective Inclusion in Promotional Programs. You have the option to exclude all your products from Promotional Programs by expressing your choice through the functionality available in the "Business Info" section of the Deals Drive L.L.C- O.P.C Portal. Moreover, you can selectively include or exclude specific products from Promotional Programs by indicating your decision for such product(s) through the functionality provided in the "Product Options" section of the Deals Drive L.L.C- O.P.C Portal.

## **6. Fees. Payment Terms.**

6.1" As per this agreement, Deals Drive L.L.C- O.P.C will charge an annual fee for the services provided. This amount encompasses the subscription fees for basic services within the application for a complete year. This subscription enables service providers to showcase an unlimited number of deals."

These expenses will be borne by you. This amount relates exclusively to the annual subscription fee; However, if you choose additional services related to the advertising programs offered by our platform, price details corresponding to the package you have chosen will be provided. Comprehensive information about this will be accessible on your Deals Drive L.L.C- O.P.C portal. An invoice will be generated and notifications regarding these charges will be sent via registered channels.

6.2 Payment Terms. The yearly service charge, inclusive of applicable taxes, is settled upon the execution of the service contract. Deals Drive L.L.C- O.P.C will issue a notification one month before the contract's expiration to serve as a reminder of the renewal date, should you choose to proceed.

6.3 Payment method. You have the option to make payments through bank transfer or by issuing a bank check. All specified amounts in this agreement must be in UAE dirhams.

## **7. Term; Termination; Effect of Termination.**

7.1 Term; end. The commencement of this Agreement coincides with the date you complete your registration and payment for access to the Deals Drive L.L.C- O.P.C Service and continues until the expiration of the Contract Term unless you elect to renew as outlined in this Agreement ("Term"). Deals Drive L.L.C- O.P.C reserves the right to terminate this Agreement in the event there is a breach of a material term of this Agreement, with Deals Drive L.L.C- O.P.C obligated to pay the remaining portion of the annual subscription. Alternatively, you may terminate this Agreement at any time for any reason, with no obligation on Deals Drive L.L.C- O.P.C to refund any fees.

7.2 Effect of Termination. Termination or suspension of this Agreement or the Deals Drive L.L.C- O.P.C Service does not release you from your responsibilities outlined in this Agreement concerning your transactions. This includes the obligation to fulfill and accept all coupons redeemed by customers within a maximum period of 24 hours after the termination of your contract with us. The conclusion or suspension of the Deals Drive L.L.C- O.P.C Service does not impact any other services provided by Deals Drive L.L.C- O.P.C unless explicitly specified. Upon termination, specific provisions in this Agreement designed to endure termination or expiration will persist to fulfill their intended purposes. These include Sections 1, 8, 9, 10, 11, 12, 13, 14, 19, and 20.

## **8. License.**

You hereby provide Deals Drive L.L.C- O.P.C with a non-exclusive, royalty-free, global, transferable, and fully sublicensable license and the right to use, modify, reproduce, sublicense, publicly display, distribute, transmit, publish, publicly perform, adapt, re-format, create derivative works of, and exploit, either commercially or non-commercially, in any manner:

(a) Your name, logo, trademarks, domain names, and any content, including photographs, graphics, artwork, text, and other materials provided or specified by you (collectively, "Your IP"); and

(b) Any third party's name, logo, trademarks, domain names, photographs, graphics, artwork, text, and other content provided or specified by you (collectively, "Third Party IP"),

in any and all media or formats, currently known or developed in the future, including the Deals Drive L.L.C- O.P.C Channels (referred to as the "License"). You acknowledge that the use of Your IP or Third-Party IP as outlined in this provision is solely at the discretion of Deals Drive L.L.C- O.P.C, and Deals Drive L.L.C- O.P.C may choose not to use Your IP or Third-Party IP at its discretion. To the extent that Deals Drive L.L.C- O.P.C has the right to use Your IP or Third-Party

IP under Applicable Law without a license from you (such as fair use, a valid license from a third party, etc.), this Agreement will not impede or impair such use. Furthermore, Deals Drive L.L.C- O.P.C may utilize Your IP and/or Third-Party IP in general marketing materials related to Deals Drive L.L.C- O.P.C services without obtaining your prior written consent.

**9. Representations, Warranties, and Covenants.** Throughout the Term, you hereby affirm, guarantee, and undertake to Deals Drive L.L.C- O.P.C that:

9.1 This Agreement constitutes your legal, valid, and binding obligation, enforceable against you under its terms.

9.2 You are not a party to any agreement, instrument, charter, corporate restriction, judgment, order, writ, injunction, decree, rule, or regulation that significantly and negatively impacts, or, as far as you can currently anticipate, may substantially and adversely affect, your business operations, prospects, properties, assets, or condition, financial or otherwise, or your ability to fulfill your legal and contractual obligations under this Agreement.

9.3 You possess the necessary rights, authority, and power to enter into this Agreement, fulfill your obligations, and confer the rights, licenses, and authorizations as stipulated herein.

9.4 You are properly organized, legally established, and in favorable standing according to the laws of your jurisdiction of formation. Additionally, you are duly qualified to conduct business and maintain good standing in all jurisdictions where your business operations, provision of Products, or ownership of property necessitates such qualification.

9.5 If, for any reason, you are unable to fulfill your obligations under this Agreement or to any Purchaser, you will promptly inform Deals Drive L.L.C- O.P.C and take immediate action to address and remedy such failure.

9.6 You are duly registered for the collection of sales, use, and other similar taxes in the UAE and localities where such registration is required by the terms of this Agreement and for the fulfillment of your obligations under this Agreement.

9.7 You, along with your employees, contractors, agents, and third-party service providers, possess the necessary education, and training, and hold all requisite and current regulatory authorizations, licenses, and certifications about any Products and all your activities in connection with this Agreement.

9.8 You can meet your responsibilities as long as you continue to offer the Product through the Deals Drive L.L.C- O.P.C platform.

9.9 Avoid infringing upon the rights of any third party.

9.10 You possess complete rights, authority, and power to present, market, and grant Deals Drive L.L.C- O.P.C the authorization to present and market the Products as specified in this Agreement.

9.11 This Agreement, the Products, including any marketing or promotion of the Products as envisioned herein, and any information you furnish to Deals Drive L.L.C- O.P.C, comprising your name, Your IP, and any Third Party IP, must not infringe upon the rights of any third party, including the product manufacturer (if applicable) or any other third party with whom you have previously contracted, or any other agreement to which you are a participant;

9.12 Advertising or promotion of the Products as outlined in this agreement will not breach any Applicable Law, constituting false, deceptive, or unfair advertising or disparagement.

9.13 Regarding the Offer Value:

(a) the value you present as the Offer Value of the Product accurately reflects the genuine regular value of the Product and is a precise assessment of the standard retail price of the Product.

(b) you have not exaggerated or elevated the Offer Value.

(c) you will refrain from any manipulation of pricing or values that is unjust, misleading, deceptive, and/or deviates from the customary course of business.

9.14 Your IP and the Third-Party IP, as well as Deals Drive's L.L.C- O.P.C utilization thereof, do not infringe upon any copyright, trademark, service mark, trade name, or other intellectual property right, or right of privacy or publicity, of any third party or any Applicable Law.

9.15 Both Your IP and the Third-Party IP exclude any content that is illegal, threatening, abusive, defamatory, vulgar, obscene, profane, or otherwise objectionable, or that promotes conduct constituting a criminal offense, leading to civil liability, or violates any local, or federal law, statute, rule, regulation, or order.

9.16 You possess complete rights, titles, and interests in Your IP, hold licensing rights in the Third-Party IP (with the ability to sublicense to Deals Drive L.L.C- O.P.C), and are authorized to provide the licenses specified in this Agreement.

9.17 The terms and conditions associated with the Products and the offers adhere to all relevant laws and do not, and will not, breach any Applicable Law.

9.18 You are prohibited from reselling, brokering, or disclosing any part or whole of Customer Data to any third party for any purpose.

9.19 All information provided by you or your Affiliates to Deals Drive L.L.C- O.P.C or its Affiliates, including details about the Products and offers, must be consistently accurate and complete.

## **10. Indemnification.**

You agree to defend, indemnify, and hold Deals Drive L.L.C- O.P.C, its Affiliates, and their respective officers, directors, agents, and employees harmless from any claims, lawsuits, investigations, penalties, damages, losses, or expenses (including reasonable attorney's fees and costs). This indemnification extends to various situations, including breaches of this Agreement, fraud, negligence, or willful misconduct on your part, claims for Taxes, infringement or violation of intellectual property rights, provision of incomplete or inaccurate information, false advertising, product defects, personal injury, death, property damages, violations of applicable laws, and misuse of Customer Data. Deals Drive L.L.C- O.P.C retains the right to control its defense, and you are obligated to pay reasonable attorneys' fees and costs incurred by Deals Drive LLC.

#### **11. LIMITATION OF LIABILITY:**

DEALS DRIVE L.L.C- O.P.C SHALL NOT, UNDER ANY LEGAL THEORY, BE LIABLE TO YOU, YOUR EMPLOYEES, AGENTS, OR ANY THIRD PARTY FOR LOST PROFITS, LOST BUSINESS, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA AND THE COST OF COVER, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. EVEN IF DEALS DRIVE LLC WAS INFORMED OF THE POTENTIAL DAMAGE, ITS LIABILITY FOR ANY CLAIMS RELATED TO THIS AGREEMENT, OR ANY ERRORS OR OMISSIONS CONCERNING THE FEATURE PAGE OR PRODUCTS, SHALL NOT EXCEED THE ANNUAL FEE AMOUNT PAID TO DEALS DRIVE LLC FOR THE CURRENT CONTRACT. THIS LIMITATION OF LIABILITY APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

UNDER NO CIRCUMSTANCES, AND UNDER ANY LEGAL THEORY, SHALL DEALS DRIVE L.L.C- O.P.C, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES. THIS INCLUDES, BUT IS NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SUCH AS PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DISCLAIMER DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **12. Confidentiality**

You pledge to uphold the confidentiality of:

(a) The terms of this Agreement (including all fees),

(b) Materials, documents, or information labeled by Deals Drive L.L.C- O.P.C as “confidential” or with a similar designation,

(c) All Customers Data, and

(d) Materials, documents, or information that, given the circumstances and/or the nature of the materials, you should reasonably expect to be confidential or proprietary (collectively, “Confidential Information”).

If we discover any unauthorized use or disclosure of Confidential Information, you shall promptly notify Deals Drive L.L.C- O.P.C and cooperate to seek protective measures. You are responsible for expenses incurred by Deals Drive L.L.C- O.P.C due to compliance with Applicable Law or unauthorized access while Confidential Information is in your possession. Upon Deals Drive LLC's request, you shall either return or destroy, at Deals Drive's L.L.C- O.P.C option, all Confidential Information. Acknowledging that a breach of confidentiality obligations may result in injunctive relief, specific performance, or other remedies under Applicable Law, you agree not to issue any public statements without Deals Drive L.L.C- O.P.C 's express written consent.

Both Parties mutually acknowledge that the terms of this Agreement are confidential and will remain undisclosed to any third party, as agreed upon in writing. This provision persists beyond the termination or expiry of this Agreement.

The Parties and their personnel commit to:

- I. Maintaining the confidentiality of all Confidential Information.
- II. Refraining from disclosing or transferring any Confidential Information to third parties, except as permitted herein.
- III. Using Confidential Information only as strictly necessary for the performance of this Agreement.
- IV. The Parties agree not to remove, alter, cover, or obfuscate any copyright notices or other proprietary rights notices properly placed or embedded by the other party on or in any of its Confidential Information.
- V. Each Party is allowed to disclose the other party's Confidential Information:
  - To its employees, officers, representatives, or advisers who need such information for exercising rights or fulfilling obligations under or in connection with this Agreement. Each Party ensures compliance with this clause by its employees, officers, representatives, or advisers; and
  - As required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

### **13. Deals Drive L.L.C- O.P.C IP:**

You acknowledge and consent that all rights, title, and interest in the Deals Drive L.L.C- O.P.C Website, Deals Drive L.L.C- O.P.C Platform Service, the Deals Drive L.L.C- O.P.C name, logos,

trademarks, domain name, all data collected through or from the Deals Drive L.L.C- O.P.C Service (including Customer Data), and any software, technology, or tools utilized by Deals Drive L.L.C- O.P.C to promote, market, sell, generate, or distribute the Products (collectively referred to as the “Deals Drive L.L.C- O.P.C IP”), excluding Your IP and the Third Party IP, are owned by Deals Drive LLC. It is explicitly clarified that no license in the Deals Drive L.L.C- O.P.C IP is granted under this agreement. Furthermore, you must not use the Deals Drive L.L.C- O.P.C IP as a component or base for products or services intended for commercial use, sale, sublicense, lease, access, or distribution. Any preparation of derivative works based on the Deals Drive L.L.C- O.P.C IP, translation, reverse engineering, decompiling, or disassembling of the Deals Drive L.L.C- O.P.C IP is strictly prohibited. Unless explicitly provided in this agreement, you and any Third-Party Merchant authorized by you may not use Deals Drive L.L.C- O.P.C IP in any medium without prior written approval from Deals Drive LLC. Additionally, you are prohibited from taking any action to challenge or object to the validity of Deals Drive LLC’s rights in the Deals Drive L.L.C- O.P.C IP or Deal Drive L.L.C- O.P.C’s ownership or registration thereof.

#### **14. Customer Data**

14.1 Customer Data: You are granted authorization, as per Section 17.2 below, to utilize Customer Data exclusively for fulfilling your obligations under this Agreement. It is explicitly recognized that Deals Drive L.L.C- O.P.C is the rightful owner of all Customer Data, provided herein solely to meet your obligations and not to enhance your or any third party's file or list. You explicitly undertake not to resell, broker, or disclose Customer Data, whether in whole or in part, to any third party for any purpose. Copying or reproducing Customer Data is allowed solely for fulfilling your obligations under this Agreement.

14.2 Exceptions to Customer Data Restrictions: The restrictions on your use of Customer Data, as outlined in this Agreement, do not apply to (a) data from any user who is already your customer before the effective date of this Agreement, provided independently of this Agreement; or (b) data supplied by a user directly to you who becomes your customer, explicitly opting in to receive communications from you, and used in compliance with Applicable Law and your posted [privacy policy](#).

14.3 Unauthorized Access or Use of Customer Data: Immediate notification to Deals Drive L.L.C- O.P.C is mandatory if you become aware of or suspect any unauthorized access to or use of Customer Data or Confidential Information. You agree to cooperate in the investigation and mitigation of damages related to such unauthorized access or use. Associated expenses incurred by Deals Drive L.L.C- O.P.C to comply with Applicable Law or arising from unauthorized access to Customer Data or Confidential Information while in your possession or control shall be borne by you. Upon termination or expiration of this Agreement, you shall, as directed by Deals Drive L.L.C- O.P.C, either destroy or return all Customer Data in your or your agent’s possession.

#### **15. Data Protection:**

a) Each Party commits to full compliance with Data Protection Legislation and ensures that its employees, agents, and contractors adhere to the provisions of Data Protection Legislation.

b) If either Party receives personal data under this Agreement, it shall:

- a. Use it strictly for the performance of its obligations under this Agreement and by this Agreement.
- b. Maintain necessary security measures to comply with the obligations imposed by the Data Protection Legislation.
- c. not transfer or process personal data outside the GCC Area without the prior written consent of the data subject.
- d. Not process such personal data contrary to any provision of Data Protection Legislation.
- e. Assist the other Party in complying with obligations related to the processed personal data; and
- f. Comply with all instructions of the other party regarding such personal data.

#### **16. Submission of Feedback and Other Information.**

Should you supply Deals Drive L.L.C- O.P.C or any of its Affiliates with feedback, suggestions, reviews, modifications, data, images, text, or any other information or content related to a Deals Drive L.L.C- O.P.C product or service, or in connection with this Agreement, any Deals Drive L.L.C- O.P.C IP, or your involvement in the Deals Drive L.L.C- O.P.C Service (collectively referred to as "Feedback"), you hereby assign all right, title, and interest in and to Feedback to Deals Drive L.L.C- O.P.C irrevocably. If your assignment is found invalid for any reason, you hereby grant Deals Drive L.L.C- O.P.C and its Affiliates a perpetual, paid-up, royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to:

(i) use, reproduce, perform, display, and distribute Feedback; and

(ii) adapt, modify, re-format, and create derivative works of Feedback for any purpose, sublicensing these rights to any other individual or entity. You affirm that:

- Feedback is your original work or lawfully obtained; and
- Deals Drive L.L.C- O.P.C and its sublicensees' exercise of rights under the license will not infringe upon any person's or entity's rights, including copyright rights. You also agree to provide Deals Drive L.L.C- O.P.C with any assistance it may need to document, perfect, or maintain its rights in and to Feedback.

#### **17. Security of Passwords.**

You must protect your password and oversee your utilization of the Deals Drive L.L.C- O.P.C Portal, including all information related to Your Transactions and usage of the portal, collectively referred to as your "Account." You bear the exclusive responsibility for ensuring the security of your Account and configuring settings in line with your preferences. We will presume that any

activity conducted under your Account is performed by you. Your acknowledgment entails that you bear full responsibility for all actions transpiring under your Account.

## **18. Governing Law and Jurisdiction**

All matters concerning the Website and these [Terms of Use](#), including any dispute or claim arising from or related to them (including non-contractual disputes or claims), shall be governed by and interpreted under the laws of the Dubai International Financial Centre, without regard to any choice or conflict of law provisions or rules (whether of the Dubai International Financial Centre or any other jurisdiction).

Any legal proceedings, actions, or suits arising from or related to these [Terms of Use](#), or the Website shall be exclusively initiated in the courts of the Dubai International Financial Centre. However, we reserve the right to bring legal proceedings, actions, or suits against you for the breach of these [Terms of Use](#) in your jurisdiction of residence or any other pertinent jurisdiction. You waive any objections to the jurisdiction of such courts and the venue in such courts.

## **19. Dispute Resolution**

All disputes arising from or related to this Agreement shall be addressed under Section 20, "Dispute Resolution."

### **19.1 Binding Arbitration.**

Except as explicitly stated herein, any disputes between you and Deals Drive L.L.C- O.P.C arising from or related to this agreement ("Disputes") shall be exclusively resolved through final, binding arbitration. By agreeing to arbitration in Section 19, both the service provider and Deals Drive L.L.C- O.P.C are waiving the right to pursue court litigation before a judge (except as otherwise outlined in Section 19). The provisions in this Section (section 19) constitute your and Deals Drive L.L.C- O.P.C's written agreement to arbitrate Disputes under the Dubai International Financial Centre Arbitration Act. The arbitration will be administered by the Dubai International Financial Centre and conducted before a single arbitrator under its applicable rules. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award.

To initiate an arbitration proceeding, either you or Deals Drive L.L.C- O.P.C must comply with the limitations provision outlined in Section 11 and submit the Dispute by making a demand for arbitration. If you demand arbitration, you must simultaneously send a copy of your completed demand to the following address: Abu Dhabi- Deals Drive L.L.C- O.P.C office (Office 519- 5<sup>th</sup> Floor- Al Khazna Tower- Al Dana- Abu Dhabi- UAE). If Deals Drive L.L.C- O.P.C demands arbitration, it must simultaneously send a copy of the completed demand to your address of

record. Payment of all filing, administration, and arbitrator fees will be governed by Dubai International Financial Centre's rules.

#### 19.2 Class Action Waiver

You and Deals Drive L.L.C- O.P.C agree that each party shall bring any Dispute against the other in your or Deals Drive LLC's respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding, or association. In addition, you and Deals Drive L.L.C- O.P.C each agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated, or representative action. The arbitrator does not have the power to vary these provisions.

#### 19.3 Choice of Law

If, for any reason, the Dispute proceeds in court: (a) you and Deals Drive L.L.C- O.P.C agree that any such Dispute may only be instituted in Abu Dhabi courts; (b) you and Deals Drive L.L.C- O.P.C irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; and (c) you and Deals Drive L.L.C- O.P.C agree that the Arbitration Act, Dubai International Financial Centre rules, applicable federal law, and the laws of Abu Dhabi, without regard to principles of conflicts of law, will govern this Agreement and any Disputes.

#### 19.4 Injunctive Relief

Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to claims that the other party's conduct may cause the other irreparable injury.

#### 19.5 Attorneys' Fees

In the event Deals Drive L.L.C- O.P.C is the prevailing party in any Dispute, subject to any exceptions in this Section 20, you shall pay to Deals Drive L.L.C- O.P.C all reasonable attorneys' fees and costs incurred by Deals Drive L.L.C- O.P.C in connection with any Dispute.

### **20. Various.**

20.1 Marketing: Deals Drive L.L.C- O.P.C and its business partners may contact you regarding products, promotions, and additional services that might align with your interests. These communications may be delivered through various channels, including email. Additionally, Deals Drive L.L.C- O.P.C may seek your input for market research purposes.

21.2 Modification. Deals Drive L.L.C- O.P.C reserves the right to modify any terms and conditions outlined in this Agreement at its discretion. You acknowledge that any amendments will become effective upon the posting of notice as described in Section 20.1 above. The posting of notice under Section 20.1 is deemed sufficient and reasonable notice of alterations to the terms and conditions of this Agreement. It is your responsibility to regularly check the

designated notice locations and stay informed of any applicable changes. Please refer regularly to the Deals Drive L.L.C- O.P.C Portal to ensure your ongoing compliance with the Agreement and the suitability of the items you offer. By continuing to use Deals Drive L.L.C- O.P.C services after notice is provided in accordance with Section 20.1, you expressly acknowledge and agree to accept such changes or modifications, thereby consenting to be bound by the revised Agreement.

20.3 Waiver and Severability. No waiver by Deals Drive L.L.C- O.P.C of any term or condition in these [Terms of Use](#) shall be considered a continuing waiver of that term or condition or a waiver of any other term or condition. Additionally, the failure of Deals Drive L.L.C- O.P.C to assert a right or provision under these [Terms of Use](#) does not constitute a waiver of such right or provision.

If any provision of these [Terms of Use](#) is deemed invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be either eliminated or limited to the minimum extent necessary. This adjustment aims to ensure that the remaining provisions of the [Terms of Use](#) continue in full force and effect.

Any waiver of a provision in this Agreement must be in writing, explicitly identify the provision to be waived, and be duly signed by an authorized representative of Deals Drive LLC. The granting of consent or approval by Deals Drive L.L.C- O.P.C for any act by you, requiring such consent or approval, does not imply a waiver or eliminate the need for consent or approval for any subsequent similar act. The failure of Deals Drive L.L.C- O.P.C to exercise a right under this Agreement, whether on a single occasion or repeatedly, does not constitute a waiver of that right. Furthermore, any delay by Deals Drive L.L.C- O.P.C in exercising a right does not constitute a waiver of that right or any future rights. Should any provision of this Agreement be deemed unenforceable or invalid, the validity and enforceability of the remaining provisions remain unaffected.

20.4 Force Majeure Clause: In instances where a specific timeframe is designated for Deals Drive L.L.C- O.P.C to act, Deals Drive L.L.C- O.P.C shall be absolved from liability and any such period shall not include delays (with consideration for Business Days) attributable to factors beyond the reasonable control of Deals Drive L.L.C- O.P.C. Such factors encompass but are not limited to strikes, riots, acts of God, war, governmental laws, regulations, restrictions, and any other unforeseeable causes.

20.5 Correspondence: When utilizing the Deals Drive L.L.C- O.P.C Service or sending emails to Deals Drive L.L.C- O.P.C, you are engaging in electronic communication and consenting to receive electronic correspondence related to your use of the Deals Drive L.L.C- O.P.C Service. Such communications may be transmitted via email or posted on the Deals Drive L.L.C- O.P.C Portal. You acknowledge that all agreements, notifications, disclosures, and other communications provided to you electronically meet any legal requirement for written communication. Communications from Deals Drive L.L.C- O.P.C are deemed delivered and

effective upon being sent to the email address you provide through the Deals Drive L.L.C- O.P.C Portal or used to email us. Any notices or communications concerning the Deals Drive L.L.C- O.P.C Service should be directed to [info@dealsdrive.app](mailto:info@dealsdrive.app).

20.6 Entire Agreement. This Agreement represents the complete understanding between the Parties regarding its subject matter, surpassing any prior or contemporaneous oral or written agreements of the same subject matter.

20.7 Party Relationship: The involved entities operate as independent contractors. This Agreement does not establish a partnership, joint venture, franchise, or agency association between Deals Drive L.L.C- O.P.C and yourself. Each Party lacks the authority, without the prior written consent of the other, to legally bind or obligate the other in any manner. Given that Deals Drive L.L.C- O.P.C does not function as an agent for either you or the purchaser, it refrains from serving as an agent for either party in addressing disputes arising from transactions between purchasers and yourself.

20.8 Delegation. Should you choose to delegate any obligation under this Agreement to a Third Party, it is your responsibility to ensure that the Third Party has thoroughly reviewed and consented to abide by every provision of this Agreement, including confidentiality obligations. You explicitly recognize and accept that you will bear full liability for any failure of compliance on the part of the Third Party. Before disclosing Confidential Information to a Third Party, said Third Party must execute a confidentiality agreement, obligating them to safeguard the Confidential Information in a manner at least as stringent as outlined in this Agreement.

20.9 Assignment. You are prohibited from transferring or assigning any rights or obligations under this Agreement, whether by operation of law or any other means, without obtaining the prior written consent of Deals Drive L.L.C- O.P.C. However, Deals Drive L.L.C- O.P.C retains the right to transfer or assign this Agreement to a present or future affiliate, or as part of a merger, consolidation, reorganization, or sale of all or substantially all of the assets or business to which this Agreement pertains, or by operation of law, without the need for notice to you.

20.10 Interpretation. The section and subsection headings in this Agreement are provided for reference purposes only and do not restrict or otherwise impact the interpretation of this Agreement. The use of the singular shall encompass the plural, and vice versa. Whenever the term "including" is used, it should be understood as "including, but not limited to," unless expressly stated otherwise. All mentions of Dirhams (including the abbreviation "AED") pertain to the currency of United Arab Emirates Dirhams. When referring to any Person (including the Parties and other entities mentioned), it is understood to include that Person and its successors in interest and permitted assigns, as applicable. The term "Agreement" used throughout includes any exhibits or attachments unless explicitly mentioned otherwise.

## **21. DISCLAIMER OF WARRANTIES.**

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DEALS DRIVE L.L.C- O.P.C AND ITS AFFILIATES DO NOT WARRANT OR GUARANTEE THE UNINTERRUPTED OR ERROR-FREE NATURE OF THE SERVICES OFFERED ON OR THROUGH THE DEALS DRIVE L.L.C- O.P.C SERVICE. ADDITIONALLY, THEY DO NOT WARRANT THAT THE FEATURE PAGES OR DEALS DRIVE L.L.C- O.P.C PAGES WILL BE FREE FROM ERRORS, OMISSIONS, OR MISPLACEMENTS, AND ANY SUCH ISSUES WILL BE CORRECTED. FURTHERMORE, THERE IS NO GUARANTEE THAT THE PROMOTION OF YOUR PRODUCTS WILL RESULT IN ANY REVENUE OR PROFIT.

IT SHOULD BE UNDERSTOOD THAT DEALS DRIVE LLC CANNOT ENSURE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING ADEQUATE PROCEDURES FOR ANTI-VIRUS PROTECTION, AND DATA ACCURACY, AND MAINTAINING AN EXTERNAL MEANS FOR THE RECONSTRUCTION OF ANY LOST DATA. DEALS DRIVE L.L.C- O.P.C DISCLAIMS LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. NEITHER THE DEALS DRIVE L.L.C- O.P.C NOR ANY PERSON ASSOCIATED WITH THE DEALS DRIVE L.L.C- O.P.C MAKES ANY WARRANTY OR REPRESENTATION REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE DEALS DRIVE LLC NOR ANYONE ASSOCIATED WITH DEALS DRIVE LLC REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED. MOREOVER, THEY DO NOT GUARANTEE THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER MAKING IT AVAILABLE IS FREE OF VIRUSES OR HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL MEET YOUR NEEDS OR EXPECTATIONS.

DEALS DRIVE L.L.C- O.P.C EXPLICITLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DISCLAIMER DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **22. LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM ARISING OUT OF OR RELATED TO THESE [TERMS OF USE](#), OR THE WEBSITE MUST BE INITIATED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **23. Geographic Restrictions**

Access to the Website may be prohibited in certain countries. If you choose to access the Website in such jurisdictions, you do so at your discretion and assume responsibility for adhering to the applicable local laws.

## **24. Websites of Others**

The Deals Drive L.L.C- O.P.C Website may include links to websites maintained by third parties. These links are offered for your convenience and do not imply our endorsement or any opinion about the content of such websites. We explicitly disclaim any representations concerning the content or accuracy of materials on those websites, as well as the privacy practices employed by them. Deals Drive L.L.C- O.P.C assumes no responsibility or liability for the content featured on those websites. Should you choose to access websites maintained by other parties, you do so at your own risk, recognizing that this Agreement and the Deals Drive L.L.C- O.P.C [Privacy Policy](#) do not govern your usage of such websites or links.

## **24. Your Comments and Concerns**

The Website is operated by:

Deals Drive L.L.C- O.P.C and/or its affiliates.

5<sup>th</sup> Floor, Office 519

Al Khazna Tower,

Al Dana, Abu Dhabi, UAE

All notices of copyright infringement claims or other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to

[info@dealsdrive.app](mailto:info@dealsdrive.app)