

Terms of Use /Deals Drive L.L.C- O.P.C/ Merchants

Effective as of: March First, 2024

Welcome to the Deals Drive L.L.C- O.P.C Merchant website, a dedicated platform designed for businesses and participating merchants. Deals Drive L.L.C- O.P.C (a company registered in the UAE at Abu Dhabi City) and/or its affiliates and subsidiaries (“Deals Drive L.L.C- O.P.C,” “we,” “us,” “our”) and partners (“End User” or “you”) may be individually referred to as a “Party” and collectively as the “Parties” throughout these Terms of Use.

To access and use this Site, as well as other Deals Drive L.L.C- O.P.C websites, mobile and touch versions, and electronic services provided to businesses and participating merchants, or any portions or services offered through them (collectively referred to as the “Site”), Kindly review the Terms of Use thoroughly before commencing your use of the Website. Your utilization of the Website implies your acceptance and agreement to be bound by these Terms of Use and our [Privacy Policy](#), which is integrated herein by reference. If you do not wish to consent to these Terms of Use or the [Privacy Policy](#), refrain from accessing or using the Website.

DISCLAIMER

PLEASE TAKE NOTE OF THE FOLLOWING DISCLAIMER: DEALS DRIVE L.L.C- O.P.C ACTS AS A COMMERCIAL MEDIATOR, APART FROM DEALS DRIVE L.L.C- O.P.C 'S AND ITS AFFILIATES' OBLIGATIONS UNDER THE CONSUMER GUARANTEES, THE DEALS DRIVE L.L.C- O.P.C SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." DEALS DRIVE L.L.C- O.P.C AND ITS AFFILIATES EXPLICITLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, THAT ARE NOT EXPRESSLY OUTLINED IN THESE DEALS DRIVE L.L.C- O.P.C TERMS, INCLUSIVE OF ANY ADDITIONAL TERMS THAT MAY BE APPLICABLE. THIS DISCLAIMER ENCOMPASSES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE DEALS DRIVE L.L.C- O.P.C SERVICES. ADDITIONALLY, THERE IS NO ASSURANCE THAT THE DEALS DRIVE L.L.C- O.P.C SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. MOREOVER, DEALS DRIVE L.L.C- O.P.C AND ITS AFFILIATES DO NOT VOUCH FOR THE QUALITY, SUITABILITY, SAFETY, OR COMPETENCY OF ANY THIRD-PARTY PROVIDERS OR ANY DEALS DRIVE L.L.C- O.P.C AFFILIATE. YOU ACKNOWLEDGE THAT YOU ASSUME THE COMPLETE RISK ARISING FROM YOUR USE OF THE DEALS DRIVE L.L.C- O.P.C SERVICES, ALONG WITH ANY SERVICES OR GOODS REQUESTED BY YOU OR ON YOUR BEHALF THROUGH THE USE OF THE DEALS DRIVE L.L.C- O.P.C SERVICES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE UAE CONSUMER LAW.

1. Applicability

- These Terms of Use serve as the guiding principles for utilizing the Site and other Deals Drive L.L.C- O.P.C websites. They are of utmost importance, applicable to all businesses

and merchants, and encompass various legal disclosures that necessitate careful consideration.

- These Terms of Use are supplementary to any other agreement(s) between you and Deals Drive L.L.C- O.P.C. In case of conflicts, the other agreements) take precedence.
- The guidelines outlined herein ("Terms") establish the criteria for the Content generated by merchants on the Deals Drive App ("You") through the Content Creation Tool. Deals Drive Portier and/or its Affiliates, collectively referred to as "Deals Drive," provide You with access to the Content Creation Tool.
- You maintain ownership of and accountability for the Content shared with Followers in the Deals Drive App.
- You recognize and consent to Deals Drive L.L.C- O.P.C having the authority to moderate and remove Content at its sole discretion.

2. Changes to the Terms of Use

We reserve the right to amend and modify these Terms of Use at our discretion, and such revisions become effective immediately upon posting. They apply to all subsequent access to and use of the Website. Deals Drive L.L.C- O.P.C will provide you with notice in the event of a material change to any Deal Drive Terms, policies, or supplemental terms that detrimentally affects your rights under these Deals Drive L.L.C- O.P.C Terms, by sending an email, providing notice through Deals Drive L.L.C- O.P.C Services, or updating the date at the top of these Deals Drive L.L.C- O.P.C Terms. Your ongoing utilization of the Website after the posting of updated Terms of Use indicates your acceptance and agreement to the modifications. It is anticipated that you review this page each time you visit the Website to stay informed of any changes, as they are obligatory for you.

3. Site Access

You acknowledge potential interruptions in service or events beyond our control. While efforts are made to keep the Site accessible, it may be unavailable for various reasons, including routine maintenance. Deals Drive L.L.C- O.P.C retains the right to deny service or access to anyone, or account, at any time, and for any reason.

Subject to your adherence to these Terms, Deals Drive L.L.C- O.P.C provides you with a limited, non-exclusive, non-sublicensable, revocable, and non-transferable license to (i) access and utilize the Applications on your device solely in conjunction with your use of the Services; and (ii) access and use any content, information, and related materials. We retain the right to withdraw or modify the Website, as well as any service or content provided on the Website, at our sole discretion without prior notice. We shall not be held responsible if any or all parts of the Website become temporarily or permanently unavailable. Periodically, we may limit access to specific sections of the Site or the entire Site for users, including those who are registered. To access the Site or certain resources, you may be required to provide specific registration details or other information. Your use of the site is contingent upon providing accurate, current, and complete information. By registering with the Site or providing information through interactive

features, you acknowledge that such information is subject to our [Privacy Policy](#), and you consent to all actions we take regarding your personal information in accordance with our [Privacy Policy](#).

The Site furnishes information for prospective and current merchant partners regarding how Deals Drive L.L.C- O.P.C's promotion and marketing services can effectively advertise their goods and services. As a condition of Site use, you agree that:

1. You are an individual at least 18 years old.
2. You have the authority to create a binding legal obligation.
3. Your use complies with these Terms of Use.
4. All information supplied by you on this Website is true, accurate, current, and complete.
5. Deals Drive L.L.C- O.P.C may conduct credit and other checks on you and/or your business.

4. Account Security

You are responsible for:

- Make all necessary arrangements for you to access the site.
- You must safeguard your password and supervise account use, taking responsibility for anyone accessing it.
- Ensure that all persons who access the Site through your internet connection are aware of these terms of use and comply with them.
- If you choose or are provided with a username, password, or other information as part of our security procedures, you must treat such information as confidential and not disclose it to any other person or entity.
- You also acknowledge that your account is your own and agree not to provide any other person with access to the Website or portions thereof using your username, password, or other security information.
- You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.
- You also agree to ensure that you exit from your account at the end of each session.
- You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
- We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

5. Ownership of the Site

The content and information on the Site as well as the infrastructure used to provide the content and information is proprietary to Deals Drive L.L.C- O.P.C or its business partners or affiliates. You agree not to modify, copy, distribute, transmit, display, perform, reproduce,

publish, license, create derivative works from, transfer, or sell or re-sell any information, stories, software, products, or services obtained from or through the Site.

Moreover, you agree not to:

1. utilize this Website or its content for any commercial purpose or personal gain.
2. employ any robot, spider, scraper, or other automated means, or any manual process, to access, monitor, or copy any content or information on this Website without our explicit written consent.
3. breach the restrictions outlined in any robot exclusion headers on this Website or attempt to bypass or circumvent other measures implemented to prevent or restrict access to this Website.
4. take any action that, at our discretion, places an unreasonable or disproportionately large load on our infrastructure.
5. Deep-link to any section of this Website for any purpose without obtaining our explicit written permission; or
6. "Frame," "mirror," or integrate any part of this Website into any other website without our prior written authorization.

By using this Website, you affirm to Deals Drive L.L.C- O.P.C that you will not employ it for any purpose that is unlawful or forbidden by these terms, conditions, and notices, or by local or international law. Deals Drive L.L.C- O.P.C retains the right to, at its sole discretion, deny any user access to this Website or any part of it without prior notice.

6. Limitation on Liability

Deals Drive L.L.C- O.P.C offers materials and information on its website "as is," without any expressed or implied warranties, including merchantability, fitness for a specific purpose, or non-infringement concerning the information, services, or products provided through the site.

Deals Drive L.L.C- O.P.C is not liable for various damages resulting from your use of the website, such as direct, indirect, punitive, incidental, special, or consequential damages. This includes damages from delays or the inability to access, display, or use the website, arising from factors like computer viruses, information, software, linked sites, products, and services obtained through the site, regardless of negligence, contract, tort, strict liability, or other theories. Any risks associated with using information, services, materials, software, or other items from the site remain solely with the user.

The limitations of liability outlined in the terms apply even if a specified limited remedy fails its essential purpose. Deals Drive L.L.C- O.P.C disclaims any liability arising from the use or performance of information, services, software, or other items on the website. The financial limitation of Deals Drive L.L.C- O.P.C 's total liability under these terms is capped at \$50 in aggregate.

Deals Drive L.L.C- O.P.C, its parent companies, subsidiaries, affiliates, or their respective entities shall not be liable for specific types of losses, including loss of revenue, profits, contracts, use of money, anticipated savings, business, opportunity, goodwill, reputation, or data. Indirect or consequential losses, whether foreseeable, known, foreseen, or otherwise, arising from the use of the site, content, statements, products, or services accessible through the Deals Drive L.L.C- O.P.C sites, or these terms of use, are also excluded.

The limitations of liability outlined in these terms persist and apply even if any limited remedy specified in these terms is found to have failed its essential purpose. These limitations of liability are for the benefit of Deals Drive L.L.C- O.P.C.

This disclaimer of liability encompasses damages or injuries resulting from performance failures, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, computer viruses, communication line failures, theft, destruction, or unauthorized access, alteration, or use of records. Regardless of the cause of action, you acknowledge that Deals Drive L.L.C- O.P.C is not responsible for defamatory, offensive, infringing, or illegal materials or conduct, yours or that of third parties, and reserve the right to remove such materials from the website without assuming liability.

7. Transmission of Information

Due to the inherent security risks associated with the Internet or other networks used for accessing the Site, we do not assume responsibility for the security of information transmitted. Deals Drive L.L.C- O.P.C bears no liability for any data loss occurring during the transmission process.

You acknowledge and agree that we may send confidential information, including but not limited to confirmations of Access Credentials, to the current address recorded in our files for any of your Service Accounts or to your Service Email Address. This applies regardless of whether the address indicates delivery to a specific individual. Additionally, you accept that we shall not be held responsible or liable to you in any manner if such appropriately addressed information is intercepted by an unauthorized party, whether during transit or at your business premises.

8. Your Conduct on Our Sites

1. The Deals Drive L.L.C- O.P.C Sites are private property. Your conduct must be lawful and comply with these Terms of Use. Prohibited activities include:
2. Submitting purposely inaccurate information, committing fraud, or falsifying information.
3. Attempting to access data not intended for you.
4. Trying to scan, test security, or breach security measures.
5. Tampering with the proper functioning of the Deals Drive L.L.C- O.P.C Sites.
6. Attempting to interfere with service to any user.
7. Using the Deals Drive L.L.C- O.P.C Sites for unauthorized advertising or solicitation.

8. Reselling or repurposing access to the Deals Drive Sites L.L.C- O.P.C.
9. Using information from the Deals Drive L.L.C- O.P.C Sites for commercial purposes.
10. Offering vouchers for resale without permission.
11. Accessing, monitoring, or copying content without permission.
12. Violating restrictions in robot exclusion headers.
13. Taking actions that place excessive demand on services.
14. Aggregating content from the Deals Drive L.L.C- O.P.C Sites without permission.
15. Deep-linking to any portion of the Deals Drive L.L.C- O.P.C Sites without permission.
16. Acting illegally or maliciously against the business interests or reputation of Deals Drive L.L.C- O.P.C.
17. Hyperlinking to the Deals Drive L.L.C- O.P.C Sites from any other website without consent.
18. bypass any technological safeguards implemented by us to deliver the Services.

9. COPYRIGHT AND TRADEMARK.

All content on or within the Deals Drive L.L.C- O.P.C Sites is the exclusive property of Deals Drive L.L.C- O.P.C's ultimate parent company. We have provided certain material such as graphics, logos, photos, designs audio recordings, text, software, etc. (collectively called "Content"). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You shall not modify or transfer any copyrighted content in any way for any public or commercial purpose. If you violate any provision of this Agreement, your rights to access or use the website shall be terminated and you must with immediate effect destroy the copies you have created from the content. Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with us, the "Trademarks"). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use.

By submitting any material to the public area of the Deals Drive L.L.C- O.P.C Sites, you are providing Deals Drive L.L.C- O.P.C with a non-exclusive, irrevocable, perpetual, royalty-free, and global license and the right to utilize, reproduce, modify, adapt, publish, translate, and distribute the material. This license encompasses incorporating it into other works for the entire duration of any copyright. You are also granting permission to other end users to access, view, store, or reproduce the material for personal use. Furthermore, Deals Drive L.L.C- O.P.C retains the right to edit, copy, publish, and distribute any material made available on the Deals Drive L.L.C- O.P.C Sites.

10. Copyright Policy and Procedures

Kindly take note of the following information about Deals Drive L.L.C- O.P.C 's policy on copyright infringement. In case of any violation of a third party's copyright, Deals Drive L.L.C- O.P.C reserves the right to terminate its agreement with the user found to be responsible.

If you wish to report any copyright infringement on Deals Drive L.L.C- O.P.C, please provide the following details:

- The exact location on the Deals Drive L.L.C- O.P.C site where the allegedly infringing work is located.
- Your name and contact information, such as your phone number and email address.
- A written statement expressing your good faith belief that the disputed use is not authorized by the owner or the law.
- Any evidence confirming that you are authorized by the owner to pursue this matter.
- A statement made by you, under penalty of perjury, confirming that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

To report claims of copyright infringement, you may send an email to info@dealsdrive.app.

11. Unsolicited Ideas

We want to emphasize that we do not entertain any unsolicited ideas, whether submitted directly or through any employee or agent, concerning improvements or enhancements to our Platform, including any features or functionalities. If you choose to send us unsolicited materials, please be aware that we are under no obligation to review or maintain their confidentiality. We retain the right to possess and utilize such unsolicited ideas for any purpose, without any obligation or compensation to you.

12. Communications and Marketing

Deals Drive L.L.C- O.P.C offers you the chance to share your thoughts and engage with others through Communities on the Site. Nevertheless, it's important to understand that Deals Drive L.L.C- O.P.C retains the right to oversee content within Communities to ensure adherence to our Terms of Use. Additionally, we may utilize your contact details to furnish requested information, send marketing communications, and carry out market research. By utilizing our services, you consent to receiving unsolicited marketing calls and communications.

13. 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.

14. Public Nature of Your Statements

You acknowledge and consent that all Statements, comments, or reviews you share on the Deals Drive L.L.C- O.P.C platforms, along with any information contained in a Consumer's information profile on the Deals Drive L.L.C- O.P.C platforms, are public and not private. Other individuals, whether users of the Deals Drive L.L.C- O.P.C platforms or not, may read your Statements without your awareness. Kindly refrain from including any Personal Information (as defined in our [Privacy Policy](#) or otherwise) in your Statements.

Deals Drive L.L.C- O.P.C lacks control over or endorsement of any Statement within the Communities, explicitly disclaiming liability related to Statements, Communities, and any consequences arising from your involvement in any part of the Communities, including objectionable content. Statements posted in connection with the Deals Drive L.L.C- O.P.C platforms are not treated as confidential. When you share information or other materials in Communities (such as posting messages, uploading files, inputting data, or participating in any other form of engagement), they become publicly accessible.

15. Indemnification/Release

You agree to defend, indemnify, and release Deals Drive L.L.C- O.P.C, its parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, and agents from any claims and expenses, including legal fees. This obligation extends to the products or services you provide through the Deals Drive L.L.C- O.P.C Sites, your Statements, or any use of the Site that breaches these Terms of Use. You bear sole responsibility for your interactions with customers and other users of Deals Drive L.L.C- O.P.C Sites.

To the extent permissible under applicable laws, you hereby release Deals Drive L.L.C- O.P.C from any claims or liability arising from your products or services, your Statements, any actions or inactions on your part (including non-compliance with applicable laws or Deals Drive L.L.C- O.P.C terms), and any conduct, whether online or offline, by other users or merchants.

16. Governing Law

This Agreement, covering both contractual and non-contractual relationships between you and us, shall adhere to and be interpreted by UAE law. Both parties willingly submit to the exclusive jurisdiction of the UAE courts.

17. Intellectual Property Rights

All intellectual property rights, encompassing the Mobile App, photographs, information, Mobile App content, and software devised and implemented by the Administration, are the exclusive property of Deals Drive L.L.C- O.P.C and/or its affiliated partner(s). The utilization of the Mobile App, its content, and any other tools created by the Administration does not convey any proprietary or exclusive rights over the mentioned intellectual property, either in full or in part, to the User or any third party. While using the Mobile App and agreeing to the current Agreement, no rights are conveyed for any content within the Mobile App, including audio-visual, text and graphic materials, software, or trademarks, to the User or any third party.

These Terms of Use specifically authorize your utilization of the Website solely for personal and non-commercial purposes. Reproduction, distribution, modification, creation of derivative works, public display, public performance, republication, downloading, storage, or transmission of any material from our website is prohibited unless you adhere to the following guidelines:

- Your computer may temporarily store material in RAM for access and viewing purposes.
- Files automatically cached by your web browser for display purposes may be stored.
- Printing a reasonable number of pages from the Website for personal and non-commercial use is permitted, but not for further reproduction, publication, or distribution.
- Downloading a single copy of desktop, mobile, or other applications we provide, to your computer or mobile device, is allowed solely for personal and non-commercial use, subject to our end-user license agreement.
- Social media features accompanying certain content may be used as enabled by those features.

Prohibited actions include:

- Modification of copies of any materials from the Website.
- Use of illustrations, photographs, video or audio sequences, or any graphics separately from accompanying text.
- Deletion or alteration of any copyright, trademark, or other proprietary rights notices from material copied from the Website.

Accessing or using any part of the Website, its services, or available materials for commercial purposes is strictly prohibited.

Engaging in activities such as printing, copying, modifying, downloading, or sharing any portion of the Website in contravention of the Terms of Use will result in the immediate termination of your access to the Website. At our discretion, you may be required to either return or destroy any copies of the materials you have created. The Website grants you no right, title, or interest, and all rights not expressly granted are reserved by the Company. Unauthorized use of the

Website, not explicitly permitted by these Terms of Use, constitutes a violation and may breach copyright, trademark, and other applicable laws.

18. Surveillance and Implementation; Termination

We retain the authority to delete or reject any User Contributions for any reason, as determined at our sole discretion. We hold the right to undertake necessary or suitable actions about any User Contribution, including if we believe it contravenes the Terms of Use or Content Standards, infringes upon any intellectual property or other rights, poses a threat to the safety of users or the public, or exposes the Company to potential liability. Your identity or other information may be disclosed to any third party asserting that material posted by you infringes upon their rights. Legal action, including reporting to law enforcement, may be pursued for any illegal or unauthorized use of the Website. We reserve the option to terminate or suspend your access to part or all of the Website, for any grounds, including the violation of these Terms of Use.

We retain the right to collaborate fully with any law enforcement authorities or court order mandating or instructing us to reveal the identity or other information of any individual posting materials on or through the Website. By accepting this, you relinquish any claims and indemnify us, along with our affiliates, licensees, and service providers, from any liabilities arising from actions undertaken by any of the mentioned parties during or because of investigations, or from any measures taken as a result of investigations by either these parties or law enforcement authorities.

We do not commit to reviewing material before its posting on the Website, and we cannot guarantee the immediate removal of objectionable material after it has been posted. As a result, we bear no liability for any action or inaction related to transmissions, communications, or content provided by any user or third party. Our liability or responsibility for the performance or non-performance of the activities described in this section is disclaimed towards any individual or entity.

19. Additional Disclosures

- 1- Neither your nor Deals Drive L.L.C- O.P.C 's waiver of any breach, default, or failure to exercise any right under these Terms of Use shall be construed as a waiver of subsequent breaches, defaults, or the forfeiture of similar or future rights under our Agreement. Section headings are provided for convenience only and do not carry legal force. If a court deems any provision of these Terms of Use invalid, such invalidity shall not affect the enforceability of other provisions, and the unaffected portions shall remain in full force.

- 2- You are contracting with Deals Drive L.L.C- O.P.C. All correspondence should be directed to Deals Drive L.L.C- O.P.C (registered in UAE- Abu Dhabi).
- 3- The provisions of these Terms of Use apply equally to and confer benefits upon Deals Drive L.L.C- O.P.C, its parent companies, subsidiaries, affiliates, and third-party content providers and licensors. Each party retains the right to assert and enforce such provisions directly or on its behalf.
- 4- Deals Drive L.L.C- O.P.C shall not be held liable for default or delay in performance under these Terms of Use due to events beyond its reasonable control, including acts of God, terrorism, natural disasters, earthquakes, fire, riots, floods, and similar occurrences.