Terms Of Sale /Deals Drive L.L.C- O.P.C

This Terms is effective as of March 1, 2024

This agreement was established on March 1, 2024. They are effective as of the effective date outlined in the Services Agreement.

By getting any Merchant Offering or product or participating in other available programs via the Site, you agree to the <u>Terms of Use</u>, including, without limitation, the Terms of Reservation specified below.

Merchant Offerings and Product Descriptions Disclaimer

Descriptions of the Merchant Offerings and Products advertised on the Site are provided by the Merchant or other referenced third parties. Deals Drive L.L.C- O.P.C does not investigate or vet Merchants. Deals Drive L.L.C- O.P.C is not responsible for any claims associated with the description of the Merchant Offerings or Products. Pricing relating to certain Merchant Offerings, Products, and other available programs on the Site may change at any time in Deals Drive's sole discretion without notice.

A Merchant may advertise goods, services, or experiences on the Site, or concerning Products, that require the Merchant to have an up-to-date regulatory authorization, license, or certification. Deals Drive L.L.C- O.P.C does not verify, validate, or collect evidence of any regulatory authorization, license, or certification from any Merchant (including, without limitation, Health and fitness and Beauty & Spa Merchants). You should make whatever investigation you deem necessary or appropriate before reserving any Merchant Offering or Product to determine whether: (i) the Merchant is qualified to provide the advertised good or perform the advertised service; or (ii) the Product is of the care and quality required. Merchants are solely responsible for the care and quality of the goods and services being provided or the care and quality of the Products.

Deals Drive L.L.C- O.P.C is not a health or wellness provider and does not, will not, and cannot refer, recommend, or endorse any specific professional services, products, or procedures that are advertised on the Site. The Site is not a substitute for professional advice, including, without limitation, medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a health condition. Never neglect to seek out or delay or disregard professional advice relating to your health because of something you have read on the Site.

Kindly be aware of the following details about our reservation procedure.

• We may verify a user's identity before proceeding with a Voucher, and we reserve the right to refuse or limit Voucher redemptions as necessary to comply with applicable laws or respond to fraud or violations of our <u>Terms of Use</u>.

- If an offer becomes unavailable between the time of ordering and processing, we will inform you via email and either cancel or refrain from processing the order.
- It is essential to note that we do not assure the best rates or prices and cannot guarantee protection against pricing errors.
- We hold the right to annul any placed orders, including those with inaccurately posted prices on our website, and we will make efforts to notify you via email.
- Furthermore, we retain the authority to rectify any errors in the stated retail price of a merchant offering or product at our discretion.

Please review and comprehend the subsequent terms and conditions before obtaining any voucher for the listed product or service. Your acquisition serves as an indication of your agreement to these terms. Identity verification may be required before processing your order, and we retain the authority to reject or nullify any voucher suspected of being fraudulent or violating the law or these terms and conditions.

Limitation on Liability

Deals Drive L.L.C- O.P.C, its affiliates, or their licensors, service providers, employees, agents, officers, or directors are not liable for any damages arising out of or in connection with the regime of any product. This includes direct, indirect, special, incidental, consequential, or punitive damages. Please note that the above does not affect any liability that cannot be excluded or limited under the applicable law.

Get a membership.

When you select the "Purchase" or Subscribe to Membership option within our App, you indicate your intent to acquire the Subscription and complete the transaction. Please note that your purchase and membership will only be confirmed after we send an email to verify the transaction. We reserve the right to reject your offer and not to conclude a membership agreement with you. Access to the entire offerings on our platform will be granted and your membership confirmed once your payment for the annual subscription fee has been verified. Important Information on Purchases.

Please take note of the following details regarding your membership on our website:

• If you opt for auto-renewal with a membership/subscription purchase, your debit/credit card will be automatically charged at the end of each subscription period for the retail price of the renewed membership/subscription on that date. To ensure uninterrupted service, maintaining a valid debit/credit card on your profile is necessary. You have the option to cancel before the renewal date to prevent future charges. Instructions on canceling a membership can be found here.

• Occasionally, errors or omissions may occur about the pricing or description of advertised products. In such instances, we will make reasonable efforts to promptly correct any errors or omissions.

Purchasing

We accept valid credit or debit cards, post-pay services, or any other payment method we make available. Using a post-pay service is a separate agreement between you and the provider, subject to their terms and conditions.

Termination

Deals Drive L.L.C- O.P.C reserves the authority to modify, suspend, or discontinue any portion or the entirety of the membership at any time and for any cause. These terms shall persist and apply to any modified version of the membership unless expressly indicated otherwise.

Guarantees and Additional Details

- Unless specified otherwise, all services are shown in their current condition ("as-is").
- While we make every effort to ensure accuracy in all service information on the app, we cannot guarantee that service descriptions are entirely comprehensive or free of errors.
- All information is provided for informational purposes only, and we highly recommend reviewing all accompanying details before using the voucher.
- you should as a user inform the service provider that you have a voucher from the Deals Drive App before confirming your order.

Governing Law and Jurisdiction

These Terms of Sale will be governed by the laws of the Dubai International Financial Centre. Any legal action must be filed exclusively in the courts of the Dubai International Financial Centre, although we reserve the right to file in your jurisdiction of residence or any other relevant jurisdiction. By agreeing to these Terms of Sale, you waive any objections to jurisdiction and venue in such courts.

Time Limitation for Filing Claims

Legal claims related to these Terms of Sale must be made within one year from when the cause of action occurred. Otherwise, the claim or cause of action will be permanently barred.

Waiver and Severability

Deals Drive L.L.C- O.P.C won't give up on any term or condition mentioned in these Terms of Sale. If any provision in these Terms of Sale is found to be invalid, illegal, or unenforceable, only that provision will be removed or limited, and the remaining provisions will continue to be in full force and effect.

Entire Agreement

This Terms of Sale, along with our <u>End User License Agreement</u>, <u>Terms of Use</u>, <u>Privacy Policy</u>, and <u>Rules of Use</u>, comprise the only agreement between you and Deals Drive L.L.C- O.P.C concerning your use of the service. They replace all previous and current understandings, agreements, representations, and warranties, whether written or oral.