

## Mobile Application End User License Agreement

### **Effective as of: March First, 2024**

This Mobile Application End User License Agreement ("Agreement") is a binding agreement between you ("End User" or "you") and Deals Drive L.L.C- O.P.C. ("Company"). This Agreement governs your use of this mobile application for Android, and iOS (collectively, including all related documentation, the "Application") on a single mobile device owned or otherwise controlled by you (the "Application"). The Application is licensed, not sold, to you.

BY CLICKING THE "AGREE" BUTTON OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 16 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

**1. License Grant.** Subject to the terms of this Agreement, Deals Drive L.L.C- O.P.C grants you a limited, non-exclusive, and non-transferable license to download, install, and use the Application for your personal, non-revenue generating use on a single mobile device owned or otherwise controlled by you ("Mobile Device").

**2. License Restrictions.** You shall not:

- a. copy the Application, except as expressly permitted by this license.
- b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application.
- c. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof.
- d. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof.
- e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time.
- f. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

**3. Reservation of Rights.** You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in

accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Deals Drive L.L.C- O.P.C reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. **Collection and Use of Your Information:** When using the Application, your personal information may be collected and processed as detailed in our [Privacy Notice](#). By utilizing the Application, you confirm that you have reviewed the Privacy Notice and comprehended the information provided therein. Furthermore, by downloading, installing, or using the Application, you agree that Deals Drive L.L.C- O.P.C may automatically collect information about your Mobile Device and your Application usage. You may also be asked to furnish certain information about yourself as a prerequisite for accessing the Application or its features. The Application may also facilitate the sharing of information about yourself with others. All information collected through or in relation to the Application is governed by our Privacy Policy. By downloading, installing, using, and providing information to or through the Application, you consent to all actions undertaken by us concerning your information, in accordance with the [Privacy Policy](#).
5. **Updates:** Deals Drive L.L.C- O.P.C, at its sole discretion, may develop and provide Application updates, encompassing upgrades, bug fixes, patches, error corrections, and/or new features (collectively referred to as "Updates"). These Updates may also include modifications or deletions of certain features and functionalities. You acknowledge that Deals Drive L.L.C- O.P.C is not obliged to furnish any Updates or maintain any specific features or functionalities. Depending on your Mobile Device settings, when your device is connected to the internet:
  - 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.

6. **Third-Party Materials.** The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Deals Drive L.L.C- O.P.C is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Deals Drive L.L.C- O.P.C does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-party

materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

**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.

**8. Disclaimer of Warranties.** THE APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DEALS DRIVE L.L.C- O.P.C, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, DEALS DRIVE L.L.C- O.P.C PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

**9. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DEALS DRIVE L.L.C- O.P.C OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION FOR:

- 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