

ALLWARE TECHNOLOGIES FZCO

TERMS OF USE

I. GENERAL RULES

1. Service Provider: Allware Technologies FzCO Uptown Tower, Floor 12, Office 262, Jumeirah Lakes Towers, DMCC, Dubai, United Arab Emirates
2. (“Allware”)
3. Allware system is an online platform which provides a wide distribution and a comparison channel for several products all around the world. The Allware system provides detailed price, delivery and product information to online shoppers to help them make an educated decision before they buy. The platform is not a webstore but once the user finds the best choice the platform provides a hyperlink which is pointing to the selected product and through the hyperlink the user can jump to the webstore and buy the product directly from the store. The Allware system is available on web platforms, but the service may be continuously extended to new platforms (e.g. tablets, mobile phones using different operating systems) as Allware develops them.
4. Allware operates the platform from Dubai, United Arab Emirates and, regardless of your place of residence or access location, your use of the platform is governed by the laws of the Dubai, United Arab Emirates. Users who access or use the platform from other locations consent to the transfer and processing of their data in the United Arab Emirates and any other jurisdiction throughout the world.
5. This Privacy Policy is provided in English. Translations to certain other languages may be available and can be requested by contacting us chc@allware.com
6. Allware may amend these Terms of Use from time to time to comply with any regulatory requirements or if there are changes to our business practices. Every time a user wishes to use the platform, please check these Terms of Use to ensure understanding the terms that apply at the time. The use of the platform will be subject to the most recent version of the Terms of Use available on the platform.
7. Allware continuously develops the services and continuously expands the access channels and platforms through which the Users can access the services of the platform, in order to enable the Users to access the services of the platform through the largest possible number and most advanced platforms provided by the current technical standard. For these new access channels and platforms and for the provision of services through them, Allware intends to define different terms and conditions, subject to the conditions set by other third party service providers providing access channels and platforms. Allware informs the Users that these new access channels and platforms will be introduced on a pilot basis in order to allow the Users to experience their operation. Allware will make every effort to ensure the best possible operation of the new access channels and platforms, however, as the access channels and platforms are operated by other third parties, there may be cases where the operation of the access channels and platforms may be disrupted or not function properly.

II. ACCESS AND USE OF THE PLATFORM

- 2.1. The Users when entering the platform or reading its content in any way, even if they are not a registered user, acknowledge the provisions of this Terms of Use as binding for them. If a User does not accept this Terms of Use, not entitled to use the platform
- 2.2. The Users can search on the platform without registration, however, in this case they can only see those products which are available on the current landing pages.

- 2.3. Only registered Users can use the price comparison function. Registration is done by filling in the registration form on platform. Registration requires an e-mail address and password. The registered Users shall give the following data:
- a) name
 - b) address (especially which emirates the use is from)
 - c) e-mail address
 - d) sex
 - e) age

During the registration only the marked data must be filled all other information are not required. In case of incorrectly entered data, the data can be modified by sending a message to chc@allware.com

- 2.4. Allware undertakes to process the personal data provided during registration in accordance with the data protection acts and the principles set out in its Privacy Policy. The Privacy Policy is available at the following link:
- 2.5. Allware will confirm successful registration by e-mail. Please note that an incorrect e-mail address or a full mailbox may result in non-delivery of the confirmation and may prevent the registration and thus the use of the services offered by Allware.
- 2.6. The Users are required to provide their real data during the purchase and registration process. In the event of false data or data that can be linked to another person provided during the registration, the registration shall be null and void. Allware excludes its liability if the Users use the services on behalf of another person, using the data of another person.
- 2.7. The Users' sole responsibility to ensure that the information you provide when using any of the Sites is accurate and complete. If it isn't, a product or service that you obtain via the platform may not be valid or accurate. It's also the Users' sole responsibility to ensure that the product matches your requirements.
- 2.8. The Users are obliged to keep the username and password provided during registration confidential. Allware shall not be held liable in the event that the User forgets the username and/or password or if any of them becomes available to any third party, unless this is due to a fault attributable to Allware.
- 2.9. In case of loss or forgetting of the password, the Users can request a new password using the Forgotten password function available in the platform. Allware will send the new password to the Users, after receipt of the User's request, after the period required to generate the new password, to the e-mail address provided by the Users.
- 2.10. The comparison service is free for use. If the User finds a product through the platform, it will be purchased directly from the merchant's website so the User will also be subject to the merchant's terms of use and privacy policy (which will be different from Allware's) and the User should read those carefully.
- 2.11. Users must not misuse the platform by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the platform, the server on which the platform is stored or any server, computer or database connected to the platform. Users must not attack the platform via a denial-of-service attack or a distributed denial-of service attack. Allware will report any such breach to the relevant law enforcement authorities and we will co-operate with

those authorities by disclosing the breaching person's identity to them. In the event of such a breach, the right to use the platform will cease immediately.

- 2.12. As a condition of the use of the platform, the User agrees that:
- at least 18 years of age;
 - User possess the legal authority to create a binding legal obligation;
 - User will use the platform in accordance with these Terms of Use;
 - User will only use the platform for the private use to search for legitimate product deals;
 - using the platform on behalf of someone else, the User will inform them about the Terms of Use that apply to any searches the User made on their behalf, including all rules and restrictions applicable thereto;
 - all information supplied by the User to the platform is true, accurate, current and complete; and
- 2.13. Allware retains the right at its sole discretion to deny access to anyone to the platform and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.
- 2.14. The products presented on the platform are displayed in the currency you have selected. If the User does not select any currency, the relevant currency for the respective top-level domain will be used as the default. The currency conversion at the platform is for information purposes only and should not be relied upon as accurate and real time. Some products may also be sold in another currency than the one preset or chosen by you for the display of the search results. Actual rates may vary and the payment provider (e.g. the credit card company) may charge conversion fees and apply another date's exchange rate.

III. ACCURACY OF INFORMATION

- 3.1. Product specifications and other information have either been made accessible by suppliers, manufacturers, merchants, publications, publicists; or been gathered from public-domain sources. The intention of Allware is that all information on the website should be as accurate and up-to-date as possible. However, Allware cannot guarantee the reliability or the accuracy of the information contained within its pages. Allware is not liable the accuracy of the data and technical description of the products, especially the size, the measurements, the weight and other parameters of the product. The merchants and resellers may change their prices time-to-time. Allware is not liable when the changes may happen after the order but before the purchase.
- 3.2. Allware warns the Users to conduct their own research prior to purchasing from the stores listed on our service to ensure the accuracy of the prices and other necessary information they wish to know on the product. All the actions taken by the User of the platform are the responsibility of the individual. Allware cannot make any guarantees that any information is correct or be held liable for any actions taken based on the product and pricing information provided.
- 3.3. Merchants listed on the platform are independent third parties and Allware is not acting as a principal, agent or broker with respect to any advertisers. No products are directly sold by Allware through the platform. Allware is not acting as an agent for any party, merchant or supplier and does not sell, resell or license any products listed.
- 3.4. The Users' relationship with any merchant you contact through this site is solely between the User and the merchant. Furthermore the Users' interaction with any merchant accessed through our platform is at the User's own risk, and Allware does not have any responsibility should anything go wrong with the purchase. Allware has no control over the merchants. Users agree not to hold Allware liable for any loss or damage of any sort incurred as the result of any business conducted with our merchants or as the result of the content provided by such merchants through the platform. The purchase of the products takes place solely on the platforms of the merchants.

- 3.5. Allware contains an extensive amount of links to the other sites i.e. e-commerce stores and retailers as Allware is linked to the affiliate marketing. All the links on the platform to leave the platform and visit the website of actual product or service to get the User's order done. Please note that Allware is not responsible for the content, terms and conditions and privacy policy of such websites.
- 3.6. Links to third party websites on the platform are provided solely for the Users' convenience. If the User uses these links, the User leaves the platform. Allware has not reviewed all of these third-party websites and does not control and is not responsible for these websites or their content or availability. The Allware, therefore, does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If the User decides to access any of the third-party websites linked to the platform, it is entirely the User's own risk.
- 3.7. The platform may contain advertisements for third parties' goods and/or services. The third-party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither Allware nor its officers, directors, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised on the platform, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If a User chooses to order a product or service advertised by a third party on the platform, it is at the User's own risk.
- 3.8. Moreover, beware of cookies used by such websites the User visits through a link from the platform. Information relating to the PC or browser may be accessible by a 3rd party. Allware would not be responsible for any damage or loss happens by clicking on a link given in form any content. The User will be liable for the decisions have been made. In short, whatever happens, is entirely the User's responsibility

IV. CONTRACTUAL RELATIONSHIPS

- 4.1. Allware does not become a party to any purchase, service or other contracts of any nature made in the course of acquiring the products or services represented on the websites. Contracts involving the acquisition of products or services represented on the websites are concluded exclusively between the customers and the website. In the case of such contracts, the respective terms and conditions (including cancellation policies) of the individual website apply. When the customer is interested in a product or service, the customer is generally taken via a link directly from Allware website to the web page of the website from which the offer in question originates.
- 4.2. Before concluding a contract or a purchase, Users themselves are responsible for checking whether the relevant data provided by the respective website is accurate and up to date. Allware hereby expressly highlights that in the event of an advance payment made by the user to a website, the credit risk is borne solely by the User.
- 4.3. On occasions, and only when labelled, a User's contract offer for certain products listed on the websites may occur directly and without the customer being taken to the web pages of the website. In such cases Allware neither represents one of the contracting parties nor becomes party to any potential contract concluded between the customer and the website. All contract obligations are agreed solely between the customer and the website. Legal warranty rights apply to all product purchases and furthermore, the respective terms and conditions (including cancellation policies) of the website may apply to these contracts and/or the terms and conditions of the payment service provider. Allware assumes no responsibility as to whether the products and services displayed on the websites can be ordered or purchased from the website in question according to the declared terms and conditions.

V. LIMITATION OF LIABILITY

- 5.1. Allware, any other party (whether or not involved in creating, producing, maintaining or delivering the platform), and any of the Allware's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to the User or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the platform in any way or in connection with the use, inability to use or the results of use of the platform, any websites linked to the platform or the material on such websites, including but not limited to loss or damage due to viruses that may infect the Users' computer equipment, software, data or other property on account of your access to, use of, or browsing the platform or your downloading of any material from the Website or any websites linked to the platform.
- 5.2. Nothing in this legal notice shall exclude or limit the Allware's liability for (i) death or personal injury caused by negligence or (ii) fraud; or (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law. If the use of material on the platform results in the need for servicing, repair or correction of equipment, software or data, assuming all costs thereof.
- 5.3. The websites are independent from Allware and are not agents or employees of Allware. Allware is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any website, including for injuries, death, property damage, or other damages or expenses resulting therefrom. Allware will not be liable for any cancellation, missing of products, strike, force majeure or other causes beyond its direct control. Allware does not accept responsibility for the uninterrupted accessibility to the platform and may carry out technical or maintenance work on the platform at any of its choosing.
- 5.4. In no event shall Allware be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this platform or with the delay or inability to access, display or use this platform (including, but not limited to, your reliance upon opinions appearing on this platform; any computer viruses, information, software, linked sites, products and services obtaining through this platform; or otherwise arising out of the access to, display of or use of this platform) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if Allware has been advised of the possibility of such damages.
- 5.5. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed its essential purpose. The limitations of liability provided in these Terms of Use survives the termination of the relationship with Allware.

VI. INTELLECTUAL PROPERTY

- 6.1. Allware is the owner or licensee of all intellectual property rights in the platform and the content (including, but not limited to, price and availability of the products) as well as the infrastructure used to provide such content. While the User may make limited copies of their itinerary (and related documents) for the services available at the platform, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this platform.
- 6.2. If a User copies or uses any part of the platform in breach of the Terms of Use, the right to use the platform will cease immediately and the User must destroy any copies of the materials you have made.
- 6.3. The User agrees not to generate automated page impressions or content on the platform.

- 6.4. Any material from the platform and its database may be reproduced with written consent only by linking to the website.
- 6.5. Allware reserves all rights to all elements of its service, its domain names, the secondary domain names formed with them and its Internet advertising space. Under no circumstances may the use of the services result in the source code being reverse-engineered, reversed or in any other way infringed by anyone, or in any other way violate the intellectual property rights of Allware.
- 6.6. Allware as a name is protected by copyright, and its use, with the exception of the reference, is possible only with the written consent of Allware.
- 6.7. It is also prohibited to adapt or reverse engineer the content of Allware website or any part of it; to create user IDs and passwords in an unfair manner; to use any application that can modify or index the Allware website or any part of it (e.g. search engine or any other reverse engine).

VII. USER OBLIGATIONS AND PROHIBITED USE

- 7.1. The Users are responsible for any user content (text, photos, reviews, links, etc.). Users must ensure that they have all the rights in respect of any content which they publish on the platform. Platform and that any user content does not violate the rights of third parties. In particular, the Users must not create and upload any user content that:

is advertising disguised as a review;

does not have specific content for a reviewed item;

is not objective or intentionally untrue;

is immoral, pornographic or in any other way offensive;

infringes upon the rights of third parties, in particular copyright;

violates applicable laws in any way or constitutes a criminal offense;

contains viruses or other computer programs that may damage software or hardware or that may affect the use of computers;

is a survey or chain letter; or

is aimed at collecting or using personal data from other users, especially for commercial purposes.

- 7.2. Additionally, Users agree not to:

use the platform or its contents for any commercial purpose;

make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;

access, monitor or copy any content or information of the platform using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;

violate the restrictions in any robot exclusion headers on the platform or bypass or circumvent other measures employed to prevent or limit access to the platform;

take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

deep-link to any portion of the platform (including, without limitation, the purchase path for any hotel services) for any purpose without our express written permission which we may withdraw at any time in our discretion; or

"frame", "mirror" or otherwise incorporate any part of the platform into any other website without our prior written permission which we may withdraw at any time in our discretion.

- 7.3. If the activity on the platform shows signs of fraud, abuse or suspicious activity, Allware may deny its services, and close any associated registration. If Allware detects any fraudulent activity, Allware reserves the right to take any necessary legal action and you may be liable for monetary losses to Allware, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact Allware customer service.

VIII. PRIVACY & COOKIES

- 8.1. Allware believes in protecting privacy. Please click to review our Privacy Policy and click to review our Cookie Policy. Any personal information that we collect about you as you browse and use our platform will be used in accordance with our Privacy Policy. To find out more about the data we collect about you and how we use it please review our current Privacy Policy, which also governs your use of the platform and, as stated above, is incorporated by reference

IX. JURISDICTION

- 9.1. Any dispute or claim arising out of or in connection with the platform shall be governed by and construed in accordance with the laws of the United Arab Emirates, and the courts of the United Arab Emirates shall have exclusive jurisdiction in this respect. These Terms and Conditions shall be interpreted and governed by the laws in force in Dubai, UAE. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Dubai and to waive any objections based upon venue. The platform deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.
- 9.2. Any controversy, claim or dispute arising out of or relating to these Terms of Use will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Dubai, UAE in English and governed by Dubai law pursuant to the Rules of Commercial Conciliation and Arbitration of 1994 (Dubai), as amended, replaced or re-enacted from time to time. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Dubai and is independent of either party. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

X. GENERAL

- 10.1. In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms of Use or revoke any or all of the rights granted under the Terms of Use. Upon any termination of this relationship, the User shall immediately cease all access to and use of the platform and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to the User and deny the access to and use of this platform in whole or in part. Any termination of this relationship shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. Users furthermore agree that the platform shall not be liable to you or to any other person as a result of any such suspension or termination. If Users are dissatisfied with the platform or with any terms, conditions, rules, policies or guidelines, Users' sole and exclusive remedy is to discontinue using the platform.
- 10.2. The performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use limits our right to comply with law enforcement or

other governmental or legal requests or requirements relating to the use of our platform or information provided to or gathered by us with respect to such use.

- 10.3. These Terms of Use do not create or infer any rights that are enforceable by any person who is not a party to them.
- 10.4. Allware may transfer our rights and obligations under these Terms of Use to another organization, but this will not affect your rights or our obligations under these Terms. of Use Users may only transfer the rights or obligations under these Terms to another person if we agree in writing.
- 10.5. If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms of Use at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.
- 10.6. Fictitious names of companies, products, people, characters, and/or data mentioned on the platform are not intended to represent any real individual, company, product, or event.
- 10.7. Any rights not expressly granted herein are reserved.
- 10.8. Allware reserves the right to change the information, product and service listings, product descriptions on the platform without prior notice and to modify the provisions of these Terms of Use.