

# TERMS OF USE

## FUTURA ENERGY DMCC

Effective Date: February 2026

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### 1. Acceptance of Terms

These Terms of Use ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and FUTURA ENERGY DMCC ("Company," "we," "us," or "our"), a company registered with the Dubai Multi Commodities Centre (DMCC), with its registered office at Unit No: 1301, Platinum Tower, Plot No: JLT-PH1-I2, Jumeirah Lakes Towers, Dubai, United Arab Emirates.

By accessing or using our website (the "Website") or any of our services, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with our Privacy Policy and Cookie Policy, which are incorporated herein by reference. If you do not agree to these Terms, you must not access or use our Website or services.

We reserve the right to modify these Terms at any time. Your continued use of the Website following any changes constitutes your acceptance of the revised Terms.

### 2. Eligibility

By using this Website, you represent and warrant that:

- You are at least 18 years of age or the age of legal majority in your jurisdiction
- You have the legal capacity to enter into binding contracts
- You are not prohibited from accessing or using the Website under any applicable laws
- If you are using the Website on behalf of a business entity, you have the authority to bind that entity to these Terms
- Your use of the Website does not violate any applicable law or regulation

### **3. Description of Services**

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FUTURA ENERGY DMCC is a global energy trading company engaged in the trading of crude oil, refined petroleum products, natural gas, and related commodities. Our Website provides information about our company, services, and operations.

The information provided on this Website is for general informational purposes only and does not constitute an offer, solicitation, or recommendation to buy, sell, or trade any commodity or to enter into any transaction.

### **4. User Obligations**

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In connection with your use of the Website, you agree to:

- Provide accurate, current, and complete information when required
- Maintain the confidentiality of any account credentials
- Use the Website only for lawful purposes and in accordance with these Terms
- Not engage in any activity that interferes with or disrupts the Website or its servers
- Not attempt to gain unauthorized access to any portion of the Website or any systems connected to it
- Not use any automated systems or software to extract data from the Website
- Not transmit any viruses, malware, or other harmful code
- Not impersonate any person or entity or misrepresent your affiliation
- Comply with all applicable laws and regulations

### **5. Intellectual Property Rights**

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#### **5.1 Ownership**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, selection, and arrangement) are owned by FUTURA ENERGY DMCC, its licensors, or other providers of such material and are protected by United Arab Emirates and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

## 5.2 Limited License

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal, non-commercial use. This license does not include:

- Any resale or commercial use of the Website or its contents
- Any collection or use of any product listings, descriptions, or prices
- Any derivative use of the Website or its contents
- Any downloading or copying of account information for the benefit of another party
- Any use of data mining, robots, or similar data gathering and extraction tools

## 5.3 Trademarks

FUTURA ENERGY, FUTURA ENERGY DMCC, and all related names, logos, product and service names, designs, and slogans are trademarks of FUTURA ENERGY DMCC or its affiliates. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## 6. Disclaimer of Warranties

**IMPORTANT: THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.**

To the fullest extent permitted by applicable law, FUTURA ENERGY DMCC disclaims all warranties, express or implied, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties that the Website will be uninterrupted, timely, secure, or error-free
- Warranties regarding the accuracy, reliability, or completeness of any information
- Warranties that defects will be corrected

- Warranties that the Website or server are free of viruses or other harmful components

No advice or information, whether oral or written, obtained from FUTURA ENERGY DMCC or through the Website shall create any warranty not expressly stated herein.

## 7. Limitation of Liability

**IMPORTANT:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FUTURA ENERGY DMCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE.

This limitation includes, without limitation, damages for:

- Loss of profits, revenue, goodwill, or data
- Business interruption
- Cost of substitute goods or services
- Any other intangible losses

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE WEBSITE EXCEED ONE HUNDRED UNITED STATES DOLLARS (USD \$100) OR THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS GREATER.

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities. In such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## 8. Indemnification

You agree to defend, indemnify, and hold harmless FUTURA ENERGY DMCC, its directors, officers, employees, agents, affiliates, successors, and assigns from and

against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's fees) arising from:

- Your use of the Website
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property rights
- Your violation of any applicable law or regulation
- Any content you submit to the Website
- Any misrepresentation made by you

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims.

## **9. Third-Party Links and Services**

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The Website may contain links to third-party websites or services that are not owned or controlled by FUTURA ENERGY DMCC. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

You acknowledge and agree that FUTURA ENERGY DMCC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

## **10. Compliance with Laws**

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You agree to comply with all applicable laws, regulations, and rules in connection with your use of the Website, including but not limited to:

- Anti-money laundering (AML) laws and regulations
- Economic sanctions and export control laws
- Anti-corruption and anti-bribery laws
- Data protection and privacy laws
- Securities laws and regulations

## **11. Termination**

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We may terminate or suspend your access to the Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

Upon termination, your right to use the Website will cease immediately. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

## 12. Governing Law

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These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates and the applicable laws and regulations of the Dubai Multi Commodities Centre (DMCC), without regard to its conflict of law provisions.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

## 13. Dispute Resolution

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### 13.1 Negotiation

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Website ("Dispute"), the parties shall first attempt to resolve the Dispute through good faith negotiations for a period of thirty (30) days.

### 13.2 Arbitration

If the Dispute cannot be resolved through negotiation, it shall be finally settled by arbitration administered by the Dubai International Arbitration Centre (DIAC) in accordance with its Arbitration Rules in force at the time of the arbitration.

- **Seat of Arbitration:** Dubai, United Arab Emirates
- **Language:** English
- **Number of Arbitrators:** One (1), unless the parties agree otherwise or the DIAC determines that three (3) arbitrators are appropriate

The arbitral award shall be final and binding on the parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

### 13.3 Waiver of Class Actions

YOU AND FUTURA ENERGY DMCC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **14. Severability**

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If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms, which shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent.

## **15. Waiver**

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No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of FUTURA ENERGY DMCC to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

## **16. Entire Agreement**

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These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and FUTURA ENERGY DMCC regarding your use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

## **17. Assignment**

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You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

## **18. Force Majeure**

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FUTURA ENERGY DMCC shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from any cause beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

## 19. Contact Information

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For any questions or concerns regarding these Terms, please contact us:

**FUTURA ENERGY DMCC**

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Plot No: JLT-PH1-I2, Jumeirah Lakes Towers

Dubai, United Arab Emirates

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