

Terms and Conditions Governing Usage of The Services

- **Binding agreement**

- These terms of use, read together with the Privacy Policy located at [.....](#), constitutes a legal and binding contract ("**Agreement**") between you and Soul Wallet LLC, a limited liability company validly existing under the laws of United Arab Emirates ("**UAE**") (the "**Company**") providing, inter alia, the terms that govern your access to use (i) the Company's services through "BMAP.ae", (ii) the Company's mobile applications ("**Mobile Applications**"), (iii) the Company's financial product comparison and advisory services in relation to loans, credit cards, Accounts, Investments ("**Financial Products**"), and (iv) any other service that may be provided by the Company from time to time (collectively referred to as the "**Services**"). It is clarified that the Company only facilitates the comparison of Financial Products through the use of its Services and Financial Products would be issued by a third-party bank or a non-banking company.
- You hereby agree and understand that this Agreement is a binding contract between the Company and any person who accesses, browses, or uses the Services in any manner and accordingly you hereby agree to be bound by the terms contained in this Agreement. The term "you" refers to any using the Services of the Company. If you do not agree to the terms contained in this Agreement, you do not have the right to use the Services and are required to forthwith leave this website, discontinue use of Services and delete the Mobile Applications. The terms contained in this Agreement shall be accepted without any modification. The use of the Services would constitute acceptance of the terms of this Agreement. Please return to this page periodically to review the most current version of the Agreement. The Company reserves its right at any time, at its sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of the Services signifies your acceptance of the updated or modified Agreement.

- **Use of the Services**

- As a condition of your use of the Services, you warrant that (a) you are at least 18 years of age, (b) you possess the legal authority to create a binding legal obligation, (c) you will use the Services in accordance with this Agreement, (d) you will only use the Services to provide legitimate information on your own behalf or for another person for whom you are legally authorized to act on behalf, (e) If you are using the Services on behalf of another organization or entity ("**Organization**"), then you are agreeing to be bound by the Agreement on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to this Agreement. In that case, "**you**" and "**your**" refers to you and the concerned Organization (f) all information supplied by you on this website is true, accurate, current and complete.
- You acknowledge that the Services is not for commercial use but is specifically meant for personal use only. You acknowledge and accept that the Services being provided has no direct or indirect relationship or linkage with any other channels that the Company may to provide similar or identical Services.
- The Company retains the right at its sole discretion to deny access to anyone to the Services it offers, at any time and for any reason, including, but not limited to, for violation of this Agreement.

- **Prohibited activities**

- The contents and information displayed on this website (including, but not limited to, Financial Products information, assumptions, promotional offers etc.) as well as the software used to provide such content and information, is proprietary to us or the banks and Financial Products providers. You agree not to modify, alter, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or Services. Additionally, you agree not to:
 - use the Services for any commercial purpose;
 - provide any speculative, false, or fraudulent information;
 - intentionally submitting or providing incorrect, incomplete, deceptive or false information or details;
 - violate the restrictions in any robot exclusion headers on this website or bypass or circumvent other measures employed to prevent or limit access to this website;
 - take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on this website;
 - using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents or other automated or manual processes) to navigate, access, monitor, copy content or search this website;

- take any action or use any software or other function that may cause malfunction of this website;
- deep-link to any portion of this website, for any purpose without our express written permission;
- "frame", "mirror" or otherwise incorporate any part of this website into any other website without our prior written authorization;
- violate or attempt to violate the integrity or security of this website or any content thereof or attempting to decipher, decompile, disassemble or reverse engineer any part of this website;
- transmit or upload document or information that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- transmitting any information on or through this website that is disruptive or competitive to the provision of Services; and
- copying or duplicating in any manner any of the Company content or other information available on this website.

- **Use of Services**

- You acknowledge and agree that the scope of Services rendered by the Company include only advise on financial comparison of the Financial Products.
- Any purchase initiated by you, if a Financial Product, shall be subject to the terms and conditions of the respective bank or Financial Product provider.
- Terms and conditions of the Financial Products provided by each bank or Financial Product, may change during the course of making a purchase. Such change/variation is solely at the discretion of the bank or Financial Products provider and the Company shall not be liable for any such change or variation in the price of the Financial Products offered by such banks or Financial Products providers.
- In the event a credit, debit or smart card being used by you to make the payment online, on a third-party website gets charged but on account of a technical or other technological issue, the payment is not credited or received, you agree that you will not hold the Company responsible for such issues. You acknowledge that you will take up the issue with your bank, card issuer or Financial Products providers.
- The Company may, at any time and without having to serve any prior notice to you, (i) upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit, (ii) change any promotion scheme, promotion period and (iii) change the contents of the Agreement. The Company may also alter or remove any content from this website without notice and without liability.

- **Loyalty Programs**

- Any loyalty programs offered by the Company, offers you the opportunity to collect points, have access to special offers by registering and creating an account with the Company and you may accumulate points based on the purchase of Services made.

- **Third Party Content, Rules and Restrictions**

- Separate and additional terms and conditions would apply to any Financial Products purchase that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any bank or Financial Products provider, including, but not limited to, payment of all amounts when due and compliance with the banks or Financial Products providers' rules and restrictions.

- **Third Party Sites**

- This website may contain hyperlinks to other websites ("**Linked Sites**") operated by third parties, including banks and Financial Products providers. The Linked Sites are not under the control of the Company and the Company is not responsible or accountable for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Any purchase made by you from such Linked Sites will be solely your decision and responsibility and will be separately governed by the third parties, banks and Financial Product providers' respective terms and conditions. The Company is not responsible for any form of transmission, whatsoever, received from any Linked Site. The Company is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators or owners, including the legal heirs or assigns thereof. In addition to the Agreement, you shall also ensure compliance with the terms and conditions of the third parties, banks and Financial Products providers' Linked Sites, with whom you

choose to transact. It is hereby clarified that the Company shall not be held liable for any transaction between you and any such third party.

- **Submissions Made on the Website**

- We appreciate your taking the time to make a submission or review or leave comments on this website. Please be aware that by submitting content on this website by electronic mail, postings or on the Company's social media platforms, ("**Submissions**"), you grant the Company, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name used for such Submissions. You acknowledge that the Company may choose to provide attribution of your comments or reviews at its discretion, and that such Submissions may be shared with our partners. You further grant the Company the right to pursue at law any person or entity that violates your or the Company's rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary. The Company assumes no liability for any Submissions posted or submitted by you and there is no obligation to post your comments. The Company will decide on the suitability and appropriateness of the Submissions at its sole discretion and its decision will be final and binding. If you do not agree to these terms and conditions, please do not provide any Submissions.
- You are fully responsible for the Submissions, (specifically including, but not limited to, reviews posted to this website). You are prohibited from posting or transmitting to or from this website: (i) any false, unlawful, threatening, libelous, pornographic, defamatory, obscene, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial information or content (including, but not limited to, solicitation of funds, advertising, or marketing of any goods or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable and responsible for any damages resulting from any violation of the foregoing or other restrictions, or any other harm resulting to the Company or any third party from your Submissions.

- **Use of Personal Data and Disclosure of Information**

- The Company shall collect, process and maintain the information you provide on this website in its database in order to conduct its business, web statistics, customer analysis, inform and make available products and services that you may be of interest to you, marketing promotions, campaigns from time to time. The information shall also be used to contact you when necessary, such as for promotions, offers, update records, credit checks, ascertaining financial requirements, and any other purposes required by law.
- The Company has the right to disclose, disseminate, share, divulge or transfer information provided by you to the Company Affiliates in other countries and/or with banks and third-party providers as the case may be. You hereby consent to such disclosure and transfer of information on a need-to-know basis. In accordance, the Company and the Company Affiliates will transfer personal data or information, to any other body corporate or a person in the UAE, or located in any other country, that ensures the same level of data protection that is adhered to by the Company.

- **Intellectual Property Policy**

- Any software or applications made available to download from this website ("**Software**") is the copyrighted work of the Company or the banks or the Financial Products providers. The usage of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("**License Agreement**"). You shall not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software made available for download not accompanied by a License Agreement, we hereby grant to you, the user, a limited, personal, non-transferable license to use the Software for viewing and otherwise using the Services in accordance with these terms and conditions and for no other purpose whatsoever.
- Please note that all Software, including, without limitation, all HTML code and Active X controls contained on this website, are owned by the Company or the banks and Financial Products providers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited and may result in severe civil and criminal penalties. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The software is warranted, if at all, only according to the terms of the license agreement.
- If you are aware of an infringement of our brand or intellectual property or believe that this website content infringes your copyright, please let us know by e-mailing the Company as per the contact details listed under the 'Contact Us' information on this website.

- **Use of the Services**

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DOES NOT PROVIDE OR MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED ABOUT THIS WEBSITE, SOFTWARE OR THE SERVICES, INCLUDING ADVISORY SERVICES. ALL SUCH INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ANY LIABILITY, RESPONSIBILITY OR ANY OTHER CLAIM, WHATSOEVER, IN RESPECT OF ANY LOSS, WHETHER DIRECT OR CONSEQUENTIAL, TO ANY PERSON, ARISING OUT OF OR FROM THE USE OF THE SERVICES, INCLUDING ADVISORY SERVICES.
- THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY THE COMPANY. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES, INCLUDING ADVISORY SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. THE COMPANY DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. THE COMPANY IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY YOU OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

- **Liability Disclaimer**

- The content, information, Software or services published on this website may include inaccuracies or errors, including pricing errors or mistakes. The Company does not guarantee the accuracy or authenticity of and disclaim all liability for any errors or inaccuracies relating to the Financial Products.
- The Company makes no representations about the suitability of the information, fitness for a particular purpose, conditions of merchantability, implied warranties of software, products or Services for any purpose, and the inclusion or offering of any products or Services does not constitute any endorsement or recommendation of such products or Services by the Company. The Company disclaims all warranties and conditions that this website, its servers or any email sent from the Company are free of viruses or other harmful components.
- 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 is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the Company.

- **Limitation of Liability**

- You agree to defend, indemnify and keep indemnified and hold harmless the Company, banks and Financial Products providers, and any of their officers, directors, employees and agents from and against any claims, losses, demands, recoveries, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable attorney fee, brought by Regulatory Authorities or other third parties as a result of:
 - access to, or use of the Services, or delay or inability to use the Services, or any information contained in this website; or,
 - the availability of Financial Products.
- Nothing in this limitation of liability shall exclude liabilities not permitted to be excluded by applicable law.

- **Indemnification**

- You agree to defend, indemnify and keep indemnified and hold harmless the Company, banks and Financial Products providers, and any of their officers, directors, employees and agents from and against any claims, losses, demands, recoveries, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable attorney fee, brought by Regulatory Authorities or other third parties as a result of:
 - your breach of this Agreement or the documents referenced herein;
 - your violation of any applicable law or the rights of a third party;
 - your usage of the Services;
 - any claim of any infringement of any intellectual property right or any other right of any third party; or
 - any claim made by any third party arising out of the use of the Services and/or arising in connection with Services offered to you.

- **Force Majeure**
 - Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by a force majeure event including but not limited to fire, flood, war, riot, embargo, organized labor stoppage, earthquake, hurricane, acts of civil or military authorities, acts of terrorism, acts of god etc. beyond the reasonable control of the parties, provided that the party whose performance is affected by the event of force majeure gives notice in writing to the other party of such event and provided further that the party whose performance is so affected did not act in a reckless manner or did not willfully misconduct itself.
- **Security**
 - The Company maintains strict security standards and procedures with a view to preventing unauthorized access to your data. We use leading technologies such as (but not limited to) 256-bit VeriSign secure socket layer Data encryption, firewalls and server authentication to protect the security of your data. Access to your account and account information is protected by a password, which you set. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. If your browser is appropriately configured it should tell you whether the information you are sending will be secure (generally by displaying an icon such as a padlock). The combination of a secure browser at your end and our security measures provides you with the best security available. Once we receive your information, we will take all reasonable steps to protect the information. If the Company no longer needs your information, the Company will destroy or de-identify it. It may also be possible for you to review and change contact information such as address, phone and e-mail information by signing on and updating your personal profile. It is your responsibility to maintain the secrecy of any user ID and login password you hold. To protect your privacy, proof of identity or other authentication is required any time you contact us via the contact center.
- **Transmission over the Internet**
 - Due to the nature of the Internet, transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. We will not be liable for malfunctions in communications facilities that are not under our control affecting the accuracy or timeliness of messages and transactions you send. In order to maintain the security of our systems, protect our staff, record transactions, and, in certain circumstances, to prevent and detect crime or unauthorized activities, we reserve the right to monitor all internet communications including web and email traffic into and out of its domains.
- **Severability**
 - If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.
- **Binding Nature, Benefit**
 - This Agreement shall inure to the benefit of and be binding upon the users of the Services and the Company and their respective successors and permitted assignees.
- **Governing Law**
 - The Agreement shall be governed by the applicable laws of United Arab Emirates. You agree that the resolution of any dispute that would arise between them according to the terms will be under the exclusive jurisdiction of the courts of Dubai, United Arab Emirates.
- **Contact Us**

All notices and communications shall be in writing, and shall be deemed given if delivered personally or by courier service, or sent via email/ facsimile, with due acknowledgment of complete transmission to the following address:

United Arab Emirates, Abu Dhabi
 Masdar City, Post Box 54115
 T: +971 2 653 3333
 F: +971 2 653 1006
 Email: support@BMAP.ae