

PLEASE READ THIS IMPORTANT LEGAL INFORMATION THAT GOVERNS
YOUR USE OF THE ROOMYFINDER.COM WEBSITE AND THE
SERVICES.

15 FEB 2023

By using <http://www.roomyfinder.com> or the RoomyFinder mobile application of the online platform (collectively, the “ Website ”), you confirm that you have read, understood, and accept these terms of use (“Terms ”) as the terms which govern your access to and use of the Website and the Service and you agree to comply with them. If you do not accept or agree to comply with these Terms, you must not use this Website. Additionally, when using a portion of the Service, you agree to conform to any applicable posted guidelines for such Service, which may change or be updated from time to time at our sole discretion.

These Terms are made between RoomyFinder (“we” “us” “ our ”, the “Company”, as applicable) and you (“you ” or the “ User ”). The Company is part of the GSC Capital Group, which, operates various websites, and the Website. The GSC Capital Group also offers services other than the Service, such as apartment rent, real estate broker service and photography services.

If you are a company advertising on our Website, you will be required to enter into additional terms and conditions set out in our Advertising Agreement, however, please note that these Terms will still apply and must be read in conjunction with any other agreement you enter into with the Company.

1. DEFINITIONS

1.1 The following capitalized terms shall have the following meaning, except where the context otherwise requires:

“Advertising Agreement ” – an agreement for the provision of advertising services or products entered into between the Company and the Client.

“Ad Services Package ” – the bundle of advertising product or service which the Company agrees to provide to the Customer, as set out in the relevant order form provided by the Company and signed by the Client to order the Ad Services Package pursuant to these Terms and the terms of the Advertising Agreement.

“Affiliates ” – any company that is controlled or owned by GSC Capital Group.

“Client” – the client entity that is party to the Advertising Agreement.

“Customer” – any customer of the Client.

“Roommate” – the client that use roommate service.

“Roomyfinder”- Middle East LLC which is the owner of www.roomyfinder.com.

“Effective Date” – the date set out at the top of these Terms.

“GSC Capital Group ” – the Global Strategy Catalyst Group (GSC) of companies, including, without limitation, RoomyFinder, EasyRentApt and any of their Affiliates.

“Intellectual Property Rights ” – all intellectual property, including patents, trademarks, rights in goodwill, database rights and rights in data, rights in designs, copyrights and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all inventions, rights in know-how, trade secrets and confidential information, customer and supplier lists and other proprietary knowledge and information and all rights under licenses and consents in relation to any such rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world for their full term, including any renewals and extensions.

“Material” – material and content published on the Website or otherwise provided by the Company in connection with the Service.

“Privacy Policy” – the privacy policy of the Company from time to time.

“Product” – an online classifieds advertising platform provided on the Website and the Ad Services Package.

“Posting Agents” – a third-party agent, service or intermediary that offers to post Material to the Service on behalf of others.

“Registration Details ” – the details a User must provide upon registering for the Website from time to time (for example: name, phone numbers, email address, age and/or address).

“Service” – the provision of the Website and/or Application and the Product.

“Unacceptable ” – any material or information uploaded to or made Available on the Website or/and Application which under the law of any jurisdiction from which

the Website and/or Application may be accessed may be considered:

1. Illegal, illicit, indecent, obscene, racist, offensive, pornographic, pedophilic, insulting, false, unreliable, misleading, harmful or

potentially harmful to minors, threatening, libelous, alleged to be or actually defamatory or in infringement of third-party rights (of whatever nature and including, without limitation, any Intellectual Property Rights), invasive of another’s privacy or other rights, to relate to or encourage money laundering or illegal gambling;

2. In breach of any applicable regulations, standards or codes of

practice (notwithstanding that compliance may not be compulsory);

3. In contravention of legislation, including without limitation, that relating to weapons, animals or alcohol; or

4. Harmful to the Company's reputation.

"User Material " – material and content posted on the Website by a User or otherwise provided to the Roomy Finder or GSC Capital Group by a User in connection with the Website or the Service.

2. GENERAL TERMS AND CONDITIONS WHICH APPLY TO USERS

2.1 In registering for this Website, the User must provide true, accurate, current and complete Registration Details which, the User must update after any changes (except age) before using the Website for further services in the future.

2.2 The User hereby agrees and acknowledges that the Website may contain adverts placed by advertisers or companies in the course of business for goods or services (and which the Company takes no responsibility for). Advertisers or companies using the Website or the Service to place adverts offering goods or services of a business, commercial or trade nature must include their full names in the advert and make it clear that they are selling goods or services in the course of business either by the content, format, size or place of the advertisement or by including words such as "trade", "dealer", "agent", "wholesale" or similar in the name of the advert they submit for publication.

2.3 The User hereby warrants and represents to the Company that it is at least eighteen years of age and legally able to enter into contracts.

2.4 The Company reserves the discretion to withdraw any Material or User Material from the Website without prior notice and to refuse any User Material posted or provided to the Company by a User.

2.5 The User's Registration Details and data relating to its use of the Website will be recorded by the Company, but this information shall

not be disclosed to third parties (otherwise than on an aggregated, anonymous basis, or in accordance with the Privacy Policy or in accordance with Clause 2.6 below) nor used for any purpose unrelated to the Website. By agreeing to the terms, you expressly give us permission to verify the authenticity of your details by calling you on the phone number submitted to us. The call may be recorded

for quality assurance.

2.6 The User hereby authorizes the Company to use any information which it submits to the Website to inform the User of special offers, occasional third party offers and for other marketing and related purposes. Without prejudice to Clause 2.5 above, the Company will not use User data for any other purposes than as set out in these Terms except that the Company may disclose this data if compelled to do so by law, or at the request of a law enforcement agency or governmental authority.

2.7 If the User does not wish the Company to use its information as set out in Clause 2.6 above, it should leave the Website before submitting its personal details.

2.8 If the User does not want the Company to use its email address or SMS/mobile number to send information concerning the Website and related matters, the User should send an email message to legal@roomyfinder.com insert unsubscribe as the subject heading of such message.

2.9 You must keep confidential any user identification and password details set-up or given to you as part of our security procedures and must not disclose them to any third party.

2.10 The Company reserves the right to suspend or terminate a User's account where, in its absolute discretion, it deems the User has breached these terms or deems such suspension or termination is otherwise appropriate. In the event of such suspension or termination, the Company will notify the User by email and the User must not seek to re-register on any Website either directly or indirectly through a related entity. The Company's rights under this Clause 2.10 shall not prejudice any other right or remedy the Company may have in respect of any breach, or any rights, obligations or liabilities accrued prior to such suspension or termination.

2.11 For the avoidance of doubt, the Company is providing a service not goods.

2.12 The GSC Group owns all Intellectual Property Rights in and associated with the Website and the Service, including without limitation, any trademarks, trade names, designs, text, graphics and the selection and arrangement thereof. Nothing contained in the Website should be construed as granting by implication or otherwise,

any license or right to use any trademark displayed on the Website without our written permission. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others to content posted on the Website, but you must not modify the digital or paper copies of any materials you have printed off or downloaded in any way, and you must not use any photographs or videos separately from any accompanying text. You agree not to circumvent, disable, or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein. Material displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof for further reproduction or redistribution is expressly prohibited.

2.13 The Company takes reported and actual infringement of Intellectual Property Rights and fraud extremely seriously and whilst Users cannot hold the Company liable in relation to such issues, the Company requests all Users to report such matters immediately to the Company, and the Company inform the appropriate authorities.

2.14 If you are an owner of Intellectual Property Rights or an agent who is fully authorised to act on behalf of the owner of Intellectual Property Rights and believe that any Material or other content infringes upon your Intellectual Property Right or the Intellectual Property Rights of the owner on whose behalf you are authorised to act, you may submit a notification to the Company together with a request to the Company to delete the relevant Material in good faith. The notification and the request must contain the following information:

2.14.1 A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;

2.14.2 Identification of the Intellectual Property Rights claimed to have been infringed, or, if multiple Intellectual Property Rights can be covered by a single notification, a representative list of

such works;

2.14.3 Identification of the Material (by means of data or communication link, etc.) that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the Material;

2.14.4 Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and an electronic mail address;

2.14.5 A signed statement that you have a good faith belief that use of the Material in the manner complained of is not authorised by the Intellectual Property Rights owner, its agent, or the law;

2.14.6 A signed statement that the Intellectual Property Rights owner holds the Company harmless from any claim of any third party in connection with the Company removing the relevant content; and

2.14.7 A signed statement that the information in the notification is accurate and under penalty of perjury that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

2.15 All notifications under Clauses 2.13 and 2.14 must be sent to legal@roomyfinder.com.

2.16 Users will be invited to send comments to the Company email relating to the integrity and performance of other Users.

2.17 The following restrictions shall apply to all Users. You must:

2.17.1 Not use the Website or the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Website or any Service or any operating system;

2.17.2 Not transmit any material designed to interrupt, damage, destroy or limit the functionality of the Website or the Service;

2.17.3 Use any form of automated device or computer program (sometimes referred to as “flagging tools”) that enables the use of the Company’s “flagging system” or other community control systems without each flag being manually entered by a

human that initiates the flag (an “automated flagging device”), or use any such flagging tool to remove posts of competitors, other third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these terms or any applicable law or regulation;

2.17.4 Not use any automated software to view the Service without our consent (including use of spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file) and only access the Service manually;

2.17.5 Not use the Service other than for your own personal use or as an agent listing property for sale and to rent;

2.17.6 Not attempt to copy any Material or reverse engineer any processes without the Company’s consent;

2.17.7 Not use any Service in any manner that is illegal, immoral or harmful to the GSC Group;

2.17.8 Not use any Service in breach of any policy or other notice on the Website;

2.17.9 Not remove or alter any copyright notices that appear on the Website;

2.17.10 Not publish any User Material which is or may be Unacceptable or that may encourage a breach of any relevant laws or regulations;

2.17.11 Not interfere with any other User’s enjoyment of the Website or the Service;

2.17.12 Not conduct yourself in an offensive or abusive manner whilst using the Website or the Service;

2.17.13 Not contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any User to post advertisement

on a third party website or post any advertisement on behalf of such User;

2.17.14 “stalk” or otherwise harass anyone;

2.17.15 Not collect personal data about other Users or entities for commercial or unlawful purposes;

2.17.16 Not transmit any User Material that:

1. Harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
2. Includes personal or identifying information about another person without that person's explicit consent;
3. Impersonates any person or entity, including, but not limited to, a Company employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
4. Is protected by copyright or patent, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant the Company all of the license rights granted herein;
5. Infringes any of the foregoing Intellectual Property Rights of any party, or is User Material that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
6. Constitutes or contains "pyramid schemes", "jokes", "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "bait marketing", "negative option marketing", "referral selling" or unsolicited advertisements of a commercial nature;
7. Constitutes or contains any form of advertising or solicitation if: (i) posted in areas or categories of the Website which are not designated for such purposes; or (ii) e-mailed to the Company Users who have requested not to be contacted about other services, products or commercial interests; and
8. Includes links to commercial services or third-party websites, except as specifically allowed by the Company.

2.18 By submitting User Material on the Website or otherwise, the User grants the GSC Group a royalty-free, perpetual, irrevocable

and non-exclusive right and license to use, reproduce, distribute, display, modify and edit the User Material. The GSC Group will not pay the User any fees whatsoever for the User Material and

reserves the right in its sole discretion to remove or edit the User Material at any time. The User warrants and represents that it has all rights, consents and/or authorizations in respect of the User Material necessary to grant the GSC Group these rights.

2.19 The Company permits the User to post User Material on the Website in accordance with the Company's procedures provided that User Material is not illegal, misleading, obscene, abusive, threatening, defamatory or otherwise objectionable to the Company. You must not post any Unacceptable material and, in respect of any User Material you post, you warrant that it is not unacceptable.

2.20 The Company grants you a limited, revocable, non-exclusive license to access and use the Service for personal use. This license granted herein does not include any of the following: (a) access to or use of the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by the Company or as otherwise set forth in these Terms. Notwithstanding the foregoing, general purpose internet search engines and non-commercial public archives that gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file, may engage in the activities set forth in (b). For purposes of this exception, a "general purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings including any subset of classifieds listings such as housing, for sale, jobs, services, or personals, or which otherwise provides classified ad listing services. The license set forth in this Clause 2.20 permits you to display on your website, or create a hyperlink thereto, individual postings on the Service so long as such use is for non-commercial and/or news reporting purposes only (e.g., for use in personal blogs or other personal online media). The Company may limit the amount of postings displayed on or linked to your website. Use of the Service beyond the scope of authorized access as set forth in these Terms immediately terminates any permission or license granted herein. In order to collect, aggregate,

copy, duplicate, display or make derivative use of the Service or any Material made available via the Service for other purposes (including

commercial purposes) not stated herein, you must first obtain a license from the Company.

2.21 The Company offers a service known as “Roommate Match Ads” and “Property Ads” and “Premium Roommate Ads” where users may pay a non-refundable fee to have their ads posted in selected locations on the Website, thus potentially increasing an ads’ visibility. In order to purchase a any of our featured Ads, you may be required to transmit certain information through a third-party service provider, Click & Buy, a third-party website, that may be governed by its own terms of use and other policies. The Company makes no representation or guarantee as to the safety or security of the information transmitted to any third-party website, and your linking to any third party website is completely at your own risk, and the Company disclaims all liability related thereto.

2.22 The Company may employ a third-party provider for processing credit card payments for users that use the Product(s) or services provided. Such third-party provider may have access to personal information provided by users needed in order to perform their functions but may not use it for any other purpose. The Company does not have access to or retain any user’s payment information.

3. PAID POSTINGS

3.1 The Company may charge a fee to post Material in some specific areas of the Service (“Paid Material ”). The fee permits Paid Material to be posted in a designated area of the Application or/and Website. Each party posting Paid Material to the Service is responsible for the Material and compliance with these terms. Any such fees paid hereunder are non-refundable in the event any Material is removed from the Service for violating these terms. Additional terms regarding Paid Material will be fully stated in the applicable section(s).

3.2 All ads that announce several properties in one ad will be deleted after 24 hours of their posting and no refund will be given. Within the first 24 hours of the posting, the user can edit the multiple-position ad to reduce it to one position. If the ad does not get edited to fulfill the Company’s requirements, the ad will be deleted, and no refund given.

4. POSTING AGENTS

4.1 The Company prohibits the use of Posting Agents, directly or indirectly, without the express written permission of the Company. In addition, Posting Agents are not permitted to post Material on behalf

of others, directly or indirectly, or otherwise access the Service in order to post Material on behalf of others, except with express written permission or license from the Company.

5. NO SPAM POLICY

5.1 You understand and agree that sending unsolicited email advertisements or other unsolicited communications to the Company addresses or through the Company computer systems are expressly prohibited by these Terms. You acknowledge and agree that from time to time the Company may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one User to another in the Company's e-mail system. Any communication between yourself and any other User utilizing the communication features available on the Service and the Website may be used only in accordance with these Terms.

5.2 Any unauthorized use of the Company computer systems is a violation of these Terms and certain applicable laws, in particular the UAE Cybercrimes legislation. Such violations may subject the sender and his or her agents to civil and criminal penalties. Please note that the UAE Cybercrimes legislation carries significant penalties including imprisonment. In case you intend to solicit or contact our Users by obtaining their email or phone numbers from our Website, we may report this behavior to the relevant authorities, who then may decide to prosecute you under the relevant UAE laws.

6. LIMITATION OF LIABILITY

6.1 The Company shall not be liable for any:

6.1.1 Consequential, indirect, special losses or exemplary damages (even if the Company has been advised of the possibility of such losses or damages);

6.1.2 Loss of profit;

6.1.3 Loss of business;

6.1.4 Loss of revenue;

6.1.5 Loss of or corruption to data;

6.1.6 Loss of use;

6.1.7 Loss of production;

6.1.8 Loss of contract;

6.1.9 Loss of opportunity;

6.1.10 Loss of savings, discount or rebate (whether actual or anticipated);

6.1.11 Harm to reputation or loss of goodwill;

6.1.12 Loss of anticipated savings,

(In the cases of Clauses 6.1.2 to 6.1.12 (inclusive), whether direct or indirect), howsoever arising suffered by any User arising in any way in connection with these Terms or for any liability of a User to any third party.

6.2 The limitations at Clause 6.1 shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Website or/and the Application or the Service or any links on the Website or/and Application, as well as by reason of any information, opinions or advice received through or advertised in connection with the Website or/and Application or the Service or any links to the Website or/and Application or Service.

6.3 The limitations in this Clause 6 shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that the Company shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with you.

6.4 Whilst the Company will take all reasonable attempts to exclude viruses from the Website and/or Application, it cannot ensure such exclusion and no liability is accepted for viruses. The User is recommended to take all appropriate safeguards before accessing or downloading information or any Material from the Website or/and application.

6.5 The Website or/and Application includes information and materials uploaded by other users of the Website or/and Application. This information and these materials have not been verified or approved by the Company and the Company shall not be liable for any material, which may be deemed Unacceptable. You further may be exposed to Material that is inaccurate, offensive, indecent, objectionable, defamatory, or libelous and, as far as the law allows, and subject to Clause 6.11, you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto.

6.6 The Company does not guarantee that the Website or/and Application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging

code or that the Website or/and Application will not be affected by force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities. The Company may suspend or withdraw or

restrict the availability of all or any part of the Website or/and Application for business and operational reasons at any time and shall

not be liable for any interruption to the Service, whether intentional or otherwise. We recommend that you back up any content and data used in connection with the Website, to protect yourself in case of problems with the Website or the Service.

6.7 The Company is not liable for any failure in respect of its obligations hereunder which result directly or indirectly from failure or interruption in software or services provided by third parties.

6.8 The Company is not responsible for the direct or indirect consequences of a User linking to any other website from the Website or/and Application and has not approved such linked websites or the material or information available from them.

6.9 The Company does not guarantee, represent or warrant that the information accessible via the Website is accurate, complete or current. The Company has no liability whatsoever in respect of any use which the User makes of such information. The Website, the Service, and use of all related facilities are provided on an “as is, as available” basis without any warranties whether express or implied.

6.10 The Website or/and Application and the Service have not been developed (and Material has not been written) to meet the individual requirements of the User and it is the User’s sole responsibility to satisfy itself prior to entering into any transaction or decision that the Website or/and Application, the Service and the Material are suitable for its purposes. A User in making any financial or other decision based on Material or other information in the Website or/and Application accepts that it does so exclusively at its own risk and the Company shall have no liability in respect of the same.

6.11 None of the Clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of the

Company or its appointed agents.

6.12 The Website or/and Application is controlled and offered by the Company from facilities in Dubai in the United Arab Emirates.

The Company makes no representations or warranties that the Website or/and Application is appropriate for use in other locations.

Those who access or use the Website or/and Application from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.

7. JOBS WANTED

7.1 The Company is not responsible for the information posted by the freelancer seekers in the freelancer Ads section or in their CVs. The CV Search is a form of head hunting; it allows recruiters to look through the CVs in our database. However, some of the applicants may or

may not match the job position you are looking to fill. Any fees paid are non-refundable once the package is used. The duration of the CV Search cannot be extended.

7.2 By placing a freelancer job-seeking ad in the freelancer Wanted section, the recruiter will have access to the CV uploaded to the job seeker's profile. Once an applicant uploads their CV to their profile, it will be added to our database where recruiters will have access to it for one month.

8. INDEMNITY

8.1. The User agrees to defend, indemnify and hold harmless the Company, the GSC Group and each of their officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from (a) your improper use of, or your inability to use, the Website or/and Application or the Service; (b) your breach of any provision of these Terms; and/or (c) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right. As far as the law allows, this defence and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Website and the Service.

9. PROPERTY FOR RENT CATEGORIES ON THE WEBSITE

If you are listing a property on this Website, your obligations are as follows:

Brokers or Agent

9.1. You warrant that you possess a valid license from the Real Estate Regulatory Authority (RERA), or its equivalent in the Emirate in which you are advertising.

9.2. If a project is off plan (under construction), you warrant that the project is registered with RERA.

9.3. If you are engaging in subleasing activities, you warrant that you possess a license for the activity of “Leasing and Management of Other People’s Property” from both Dubai Department of Economic Development (DED and RERA).

9.4. If you are engaging in short-term or Holiday Home leasing, you warrant that you possess a license for the activity from Dubai Tourism and Commerce Marketing (DTCM).

9.5. As per the RERA regulations, you must obtain approval for every sale or leasing advertisement (located within or outside of Dubai) and display the RERA Permit Number, Office Registration Number and Broker Registration Number on all advertisements.

Developers

9.6. You warrant that you possess a valid license from RERA, or its equivalent in the Emirate in which you are advertising.

9.7. If a project is off plan (under construction), you warrant that it is registered with RERA and hold a RERA-approved Escrow Account for the project.

9.8. As per RERA regulations, you must obtain approval for every property advertisement (located within or outside of Dubai) and display the RERA Permit Number on all advertisements.

Owners and Landlords and Roommate

9.9. You warrant that you are the Owner/Landlord of the property, or otherwise possess valid authorisation to list the property on the Website.

9.10. If you are engaging in short-term or Holiday Home Leasing, you warrant that you possess a license for the activity from Dubai Tourism and Commerce Marketing (DTCM).

Tenants and Roommate

9.11. You warrant that you possess valid, written consent from your Landlord before advertising on the Website, and that you are legally entitled to publish such advertisement.

All Advertisers

9.12. You may only advertise properties that are currently available for

lease. It is at our discretion to remove any listings (advertising fees will not be refunded).

9.13. You warrant that the advertisement does not contain unlawful language or use of the premises, including:

9.13.1 Defamatory, misleading or deceptive statements;

9.13.2 Sharing of a property that exceeds lawful occupancy limits (including, but not limited to, bachelor accommodations and multi-family use);

9.13.3 Sharing of a property between unrelated members of the opposite sex;

9.13.4 Sharing of a property in any way that is deemed unlawful; and

9.13.5 Any other language that promotes illegal or immoral activities under the law of the UAE.

9.14. If you are listing a property on any of the Website, your obligations are as follows:

9.14.1 The Company's advertisements include real properties for rent. The Company is not a real estate brokerage and the details of the properties available on the Website or/and Application are provided to us by third party brokers, landlords, owners or developers;

9.14.2 The Company does not verify the property listing details provided to us by third parties, and makes no warranties or representations as to their accuracy or completeness;

9.14.3 You, the User of the Website or/and Application, must conduct your own due diligence and must not rely on the details in the advertisements; and

9.14.4 The Company does NOT verify the RERA license number of all property broker companies prior to allowing them to advertise on the Website.

10. CALL RECORDING FOR REAL ESTATE BROKERS

10.1 Some of the RERA licensed real estate brokers (Brokers) and Roommate service provider and service seeker that advertise on our Website subscribe to a service whereby the property listing has a uniquely identified phone number and the call or/and text or messages is automatically recorded for quality and training purposes. By using the Services, you expressly agree to having your phone call or/and text messages

recorded when you call a roommate, landlord, broker or agent in relation to advertisements in the Property category of the Website or/and Application and you agree that no further warning or consent is required.

11. AD SERVICES PACKAGE

11.1 If you are a Client, Landlord, Roommate Customer or any of their officers, directors, employees, agents, contractors, sub-contractors or representatives, the following additional terms also apply to you:

11.1.1 The Company may publish on the Website or/and Application any information supplied or made available to the Company by or on behalf of the Client. The Client acknowledges and agrees that the Company shall not be regarded as being in breach of any obligation of confidentiality as a result of the publication of such information.

11.1.2 The Company may made operational changes to the Ad Services Package and individual products thereunder at any time. The Company will use reasonable endeavors to provide notification of material changes by posting a message on the Website or/and Application or by informing the Client.

11.1.3 Subject to Clause 6.11, in no event shall the Company's liability with respect to the provision of the Ad Services Package to the Client, regardless of the cause of action and losses suffered by the Client, exceed AED 1,0. (One AED).

12. GENERAL

12.1 Subject to Clause 5.2, these Terms, the Privacy Policy and any other expressly incorporated document constitute the entire agreement between you and the Company and neither party has relied on any representation made by the other party unless such representation is expressly included in these Terms. Nothing in this Clause 12.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

12.2 The Company reserves the right to alter its terms of business from time to time. The Effective Date at the time the User is reading these terms is set out at the top of these Terms. Prior to using the

Website or/and Application again in the future, Users should check that the Effective Date has not changed. If it has, the User should examine the new set of terms and conditions and only use the Website or/and Application if it accepts the new terms and conditions. If you do not accept the changes, you

should immediately discontinue your access to the Website or/and Application and your use of the Service.

12.3 If any provision of these Terms or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

12.4 The Company reserves the right to assign or subcontract any or all of its rights and obligations under these Terms. The User may not assign or otherwise transfer its rights or obligations under these Terms without the Company's prior written consent.

12.5 Any notice given pursuant to these Terms may be served personally or by email to the last known email address of the addressee. It is the responsibility of Users promptly to update the Company of any change of address or email address. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service or when sent by email 24 hours after the email has been sent.

12.6 The Company shall not be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.

12.7 Any delay or forbearance by the Company in enforcing any provisions of these Terms or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

12.8 The headings in these Terms are solely used for convenience and shall not have any legal or contractual significance.

12.9 These Terms shall be governed by and construed in accordance with the law of the Dubai International Financial Centre ("DIFC"), Dubai, United Arab Emirates, and the parties submit to the exclusive jurisdiction of the DIFC Courts, save that the Company may take action in any relevant jurisdiction to enforce its Intellectual Property Rights. You agree that any cause of action brought by you arising out of or related to your use of the Service and/or the Website

or/and Application must commence within a reasonable time and in any event within one (1) year after the cause of action accrues.

12.10 These Terms shall inure to the benefit of and be binding upon each party's successors.

12.11 If these Terms are translated into any other language and there is a discrepancy between the English text and the text of the other language, the English text version will prevail.

12.12 All website and Application design, text, graphics, the selection and arrangement thereof are Copyright ©2023, roomyfinder.com, ALL RIGHTS RESERVED.

12.13 RoomyFinder is a trademark of Roomy Finder Ltd or its subsidiaries and may be registered in certain parts of the world.

TERMS AND CONDITIONS – ROOMY FINDER

PREMIUM

Roomy Finder Middle East FZ-LLC ("RoomyFinder ") owns and operates the online classified advertisements platform on the website or/and Application www.roomyfinder.com and the mobile application of the platform (collectively, the "Website").

These Terms and Conditions represent the terms and conditions subject to which the Services will be provided to Users. The Website or/and Application Terms of Use (<https://uae.roomyfinder.com/terms/>) shall apply in conjunction with these Terms and Conditions.

1. DEFINITIONS

1.1 The following capitalised terms shall have the following meaning, except where the context otherwise requires:

"AED" means UAE dirhams;

"Applicable Law " means any law, proclamation, decree, ministerial decision, statute, statutory instrument, order, regulation, resolution, notice, legal precedent, by-law, directive, treaty or other instrument or requirement having the force of law within the UAE and issued, declared, passed or given effect in any manner by any government authority;

"Roommate" means a individual whom advertising his rent or own property for sharing with other. Or/and individual whom looking for someone to live with him/her/them;

"Landlord" means a individual whom offering properties for sharing service;

"Intellectual Property Rights " means all intellectual property, including

patents, trademarks, rights in goodwill, database rights and rights in data, rights in designs, copyrights and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all inventions, rights in know-how, trade secrets and confidential information, customer and supplier lists and other proprietary knowledge and information and all rights under licences and consents in relation to any such rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world for their full

term, including any renewals and extensions;

“List Price” means the price at which a bed, partition, room, master room or any property space is listed for rent or/and share on the Website or/and Application;

“Parties” means Roomy Finder and the Users, and each shall be referred to as a “Party ”;

“Personnel” means a Party’s officers, directors, employees, agents, contractors, sub-contractors and representatives;

“Registration Details ” means the details a user of our website or/and Application must provide upon registering for the Services and the Website or/and Application from time to time (for example: name, phone numbers, email address, age, address and/or tax status) and any documentation as may be requested by Roomy Finder from time to time;

“Tenant” means any individual whom using our Website or/and Application to rent, share, paid or search for property space;

“Services” means the services provided by Roomy Finder, pursuant to which Users can rent and paid through the Website or/and Application;

“Terms and Conditions” means these terms and conditions with respect to the Services, as may be amended by Roomy Finder from time to time;

“UAE” means the United Arab Emirates;

“Unacceptable” means:

(a) Illegal, illicit, indecent, obscene, racist, offensive, pornographic, pedophilic, insulting, false, unreliable, misleading, harmful or potentially harmful to minors, threatening, libelous, alleged to be or actually defamatory or in infringement of third-party rights (of whatever nature and including, without limitation, any Intellectual Property Rights), invasive of another’s privacy or other rights, to relate to or encourage money laundering or illegal gambling;

(b) In breach of any applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory);

(c) In contravention of legislation, including without limitation, that relating to weapons, animals or alcohol; or

(d) Harmful to Roomy Finder's reputation.

"Users" means Landlord and Roommate and Tenant, and each shall be referred to as a "User";

"VAT" means value-added-tax; and

"Website or/and Application Terms of Use " means the Website or/and Application user terms and all other Roomy Finder policies listed on the Website or/and Application, as amended by Roomy Finder from time

to time, which can be found at the following link:

<https://uae.roomyfinder.com/terms/>.

2. GENERAL TERMS

2.1 These Terms and Conditions shall be applicable with respect to the Services, and Users agree to fully comply with them by using the Services.

2.2 Roomy Finder may revise, amend, discontinue or make any other changes to the Services at any time. Roomy Finder will use reasonable endeavors to provide notification of material changes by posting a message on the Website or/and Application or by informing Users.

2.3 Users warrant and represent that all information supplied or made available to Roomy Finder by or on behalf of Users is true, accurate and not misleading or deceptive. Roomy Finder has the right, but not the obligation, to remove from the Website or/and Application without notice any content supplied by or information relating to Users whenever Roomy Finder deems such action necessary in its absolute discretion.

2.4 Users shall, when using the Services:

(a) Ensure that Users and their respective Personnel comply with the Website or/and Application Terms of Use and Applicable Law; and

(b) Obtain all necessary rights, licences and consents

from regulatory authorities and other third parties.

2.5 Users shall ensure that their respective Personnel comply with all security procedures relevant to the use of the Services and interacting with Roomy Finder. Users shall inform Roomy Finder immediately if relevant security credentials are compromised in any way. Users shall indemnify (and keep indemnified) Roomy Finder for any loss to Roomy Finder resulting from the disclosure of any security credentials to a third party and/or failure by Users to keep any security credentials secure, whether such disclosure or failure was committed by an employee of such Users or otherwise.

2.6 Users hereby consent to the monitoring and recording by Roomy Finder (or any of its suppliers) at any time of any communications, information or data exchanged between the Parties or suppliers of the Parties and in connection with these Terms and Conditions, use of the Services and the Website or/and Application (whether this is through the use of call tracking software or otherwise).

2.7 Roomy Finder will not be liable for any delay or failure to perform any of its obligations under these Terms and Conditions by reasons, events or other matters beyond Roomy Finder's reasonable control, including but not limited to the collection and the delivery of Devices or services.

2.8 No failure or delay by either Party to enforce, or exercise, or any partial, single or defective exercise of enforcement, of any right, remedy, power or privilege given to that Party pursuant to these Terms and Conditions shall constitute a waiver or partial waiver of any right, remedy, power or privilege or operate to prevent the exercise or enforcement of any further right, remedy, power or privilege at any subsequent time. Any waiver of any right, remedy, power or privilege will be effective only if made in writing.

2.9 Roomy Finder is entitled to assign or subcontract any or all of its rights and obligations under these Terms and Conditions. A User shall not assign or otherwise transfer its rights, interests or obligations under these Terms and Conditions to any third party without the prior written consent of Roomy Finder.

2.10 Nothing in these Terms and Conditions shall be construed as creating any agency, partnership or joint venture between the Parties.

2.11 Nothing in these Terms and Conditions shall confer, nor be

intended to confer, any right or benefit on any third party.

2.12 If any term of these Terms and Conditions is found to be illegal, void, invalid or unenforceable under the laws of any jurisdiction this will not affect the legality, validity and enforceability of the remainder of these Terms and Conditions in that jurisdiction, and the legality, validity and enforceability of these Terms and Conditions in any other jurisdiction shall not be affected.

2.13 If there is any conflict between the terms of these Terms and Conditions and the Website or/and Application Terms of Use, these Terms and Conditions shall prevail.

2.14 If these Terms and Conditions are translated into any other language, and there is a discrepancy between the English text and the text of the other language, the English text will govern.

2.15 These Terms and Conditions are governed by the law of the Dubai International Financial Centre. Any dispute which is not settled amicably between the Parties shall be finally settled by the courts of the Dubai International Financial Centre.

3. LANDLORD AND ROOMMATE AND AGENT TERMS

LANDLORD AND ROOMMATE AND AGENT Requirements

3.1 A LANDLORD AND/OR ROOMMATE AND/OR AGENT must:

- (a) Be at least eighteen (18) years of age, in the case of an individual;
- (b) Be legally capable of entering into a contract with ROOMY FINDER;
- (c) Not have any criminal record and be compliant with all Applicable Laws;
- (d) Be resident in Dubai, UAE; and
- (e) Have valid identification or incorporation documents as requested by ROOMY FINDER, in the case of an individual or legal entity, respectively.

3.2 Each LANDLORD AND/OR ROOMMATE AND/OR AGENT warrants and represents that:

- (a) It is the legal owner of the property and is legally authorized to lease or/and share the property;

(b) Their use of the Website or/and Application and offer of the property would not be in breach of any Applicable Law or agreement or contract to which the LANDLORD AND/OR ROOMMATE AND/OR AGENT is a party; and

(c) The PROPERTY is free from any encumbrances.

3.3 The Landlord and/or Roommate and/or Agent must provide a true, accurate and correct description of the property and its specifications including, but not limited, the location, the size of space and the condition.

3.4 The Landlord and/or Roommate and/or Agent must ensure the property is not locked when tenant or roommate seeker arrive to.

3.5 In registering for the Services and the Website or/and Application, The Landlord and/or Roommate and/or Agent must provide true, accurate, current and complete Registration Details. The Landlord and/or Roommate and/or Agent must update any changes to their Registration Details (except age).

3.6 A The Landlord and/or Roommate and/or Agent must keep confidential any user identification and password details set-up or given to the Landlord and/or Roommate and/or Agent as part of Roomy Finder's security procedures and must not disclose them to any third party.

3.7 Each Landlord and/or Roommate and/or Agent is solely responsible for any use of, or action taken under the Landlord and/or Roommate and/or Agent account, and shall fully indemnify Roomy Finder and its affiliates, directors, officers, employees, authorized representatives, consultants, professional consultants or authorized agents from any damages or injury suffered by Roomy finder

resulting from any use of the Landlord and/or Roommate and/or Agent account or any breach of Applicable Law.

3.8 Roomy Finder reserves the right to suspend or terminate a Landlord and/or Roommate and/or Agent account where, in its absolute discretion, it suspects or deems or in

Roomy Finder's opinion The Landlord and/or Roommate and/or Agent has breached these Terms and Conditions or deems such suspension or termination is otherwise appropriate. In the event of such suspension or termination, Roomy finder will notify The Landlord and/or Roommate and/or Agent by email and The Landlord and/or Roommate and/or Agent must not seek to re-register on the

Website either directly or indirectly or through a related entity or another person. Roomy Finder's rights under this paragraph shall not prejudice any other right or remedy Roomy Finder may have in respect of any breach, or any rights, obligations or liabilities accrued prior to such suspension or termination.

3.9 Roomy finder may refuse to provide the Services to a Landlord and/or Roommate and/or Agent if, in its sole discretion, Roomy Finder considers that the Landlord and/or Roommate and/or Agent has not complied with any obligation in this clause 3.

Initial Inspection and booking of property or space within property

3.10 If Roomy Finder has accepted a Landlord and/or Roommate and/or Agent ads, Roomy finder will collect the charges from the Landlord and/or Roommate and/or Agent at the address and time (one week from transaction) agreed with The Landlord and/or Roommate and/or Agent. Roomy Finder shall not be liable for any failure to collect the rent amount from tenant if its paid at property or agreed between tenant and The Landlord and/or Roommate and/or Agent to delay the payment whatsoever. Roomy Finder charge will be applicable on time, if the booking amount payment being directed to property ads owner.

3.11 Roomy Finder will only collect payment charges from service payment of pay at property. Otherwise, Roomy Finder collect payment by third part online payment service.

3.12 Roomy Finder does not physically inspect the property and the inspection must be required from tenant or roommate (" Initial Inspection").

Tenant and
Roommate TERMS

Tenant and
Roommate
Requirements

3.13 All tenant and roommate must:

- (a) Be at least eighteen (18) years of age, in the case of an individual;
- (b) Be legally capable of entering into a contract with Roomy Finder;
- (c) Not have any criminal record and be compliant with all Applicable Laws;
- (d) Be resident or legally hold valid visit visa to, UAE; and
- (e) Have valid identification or incorporation documents as requested by Roomy Finder, in the case of an individual or

legal entity, respectively.

3.14 Each Tenant and roommate warrants and represents that:

(a) They are legally authorized to purchase the service; and

(b) Their use of the Website or/and Application and rent of the property or space within property is not in breach of any Applicable Law including, without limitation, anti-money laundering laws or any agreement or contract to which the tenant or roommate is a party.

Maintenance service

3.15 Roomy Finder does not guarantee that the Final Inspection will identify all defects in the service that being provided.

3.16 Roomy Finder does not give any representation or warranty as to the description, specification, quality, price of or the accuracy of any information related to any service listed on the Website or/and Application.

Offer and Price

3.17 The tenant or roommate shall have the option to purchase the service at the List Price.

3.18 Roomy Finder shall have no obligation whatsoever to accept ad from the any parties and may, in its sole discretion, reject an offer for ad.

3.19 Roomy Finder charge tax fees, service charge fees and other fees. Roomy Finder shall have no obligation whatsoever to explain charge fees for any parties and may, in its sole discretion, increase charge fees for service at any time.

Payment

3.20 If Roomy Finder accepts an offer from a tenant or roommate or other to purchase a service, Roomy Finder shall send a payment link or online payment option by third part collector to the tenant, roommate or other service purchaser to purchase the service

3.21 The tenant, roommate or service purchaser acknowledges and agrees that it will only be entitled to receive the information and confirmation once it has made payment for the service and Roomy Finder has received such payment.

3.22 The Tenant, Roommate and/or service purchaser shall pay for a service using any one of the payment methods specified by Roomy finder from time to time.

4. WARRANTY

4.1 Roomy Finder does not provide warranty on any service.

5. LIMITATION OF LIABILITY

In no event shall Roomy Finder's liability under these Terms and Conditions, regardless of the cause of action and losses suffered by a

User, exceed AED 1.

6. VAT

Roomy Finder reserves the right to charge VAT (as may be stipulated under UAE law), including without limitation, with respect to any fees payable by Users from time to time in relation to the Services.

7. Cancellation

7.1 Roomy Finder shall have no obligation whatsoever to refund any payment being received by Roomy Finder.

7.2 Roomy Finder shall have no obligation whatsoever to refund any payment being received by Landlord, Agent or Roommate or other.

7.3 Roomy Finder have no cancellation policy and any payments being made to the website or/and Application considered NOT refundable.

Welcome to www.roomyfinder.com (the "Site") and/or our Room Finder mobile application (collectively the "Platform") brought to you by Roomy Finder, Inc ("Room Finder", "we", "us" and "our"), a company registered in Delaware with file number 6113758. , Inc's trading address is at 234 5th Avenue, #413, New York, NY, 10001.

These terms and conditions (the "Terms") constitute a legally binding contract

between you, the user, and us. Please take the time to read these Terms carefully as they explain the legal relationship between you and us and will govern your use of the Platform and the services made available through it. By accessing or using the Platform and/or any content, materials or services made available through it you are agreeing to be legally bound by these Terms.

We reserve the right to change these Terms from time to time in our sole discretion. Your use of the Platform will be subject to the most recent version of the Terms posted on the Platform at the time of such use. We recommend that you read through the Terms available on the Platform from time to time, so that you can be sure that you are aware of the latest version.

1. Contact us

1. If you would like to contact us about the Platform, please do so using the following details: Roomy Finder, Inc

Misakin st, Al Danah, Abu Dhabi 22213

Abu Dhabi

UAE.

10001

Email:

customerservices@roomyfinder.com

Tel: +971 506013921

2. Registration

1. You do not need to register as a member of the Platform in order to browse some sections of the Site, but you may not be able to access all of the features of the Platform unless you register with us and create an account on the Platform. If you are browsing the Site and have not yet registered with us we will consider you a

"Guest", but your use of the Site will still be subject to these Terms.

2. You will need to register with us in order to create and post any ads (also known as "listings",) on the Platform or to make any booking for property space as (also know as “Tenant or/and User”) on the Platform. You can register by clicking on "Register" on our homepage and submitting the information required. You'll need to provide a valid email address and a password, phone number and create user name and password which you will be required to submit each time you log into the Platform. You may also be required to submit some additional personal information about yourself as part of the registration process. Once you register, you will be considered a "User".

3. We also allow Users to log in to our Platform using their Facebook account details, by utilizing the Facebook Connect feature. If you choose to create an account with us that's linked to your Facebook profile in this way you will only need to enter your Facebook login details in order to create an account with us. By entering your Facebook log in details you're granting us permission to share certain information with Facebook and display this on RoomFinder's platforms, so that we can provide you with an enhanced service. For more information on the information that may be shared between us and Facebook please refer to our

privacy policy.

4. You must be both (a) at least 18 years old; and (b) of the age of majority under the laws of your jurisdiction, to be a Guest or User, and you are only permitted one account on the Platform. Multiple live accounts are not permitted. By registering with us you are representing and warranting to us that: (i) you are over 18 years old; (ii) you have reached the age of majority under the laws of your jurisdiction; (iii) you have not previously been banned from the Platform; and (iv) you do not already have an account registered with us.

5. You agree that all registration information you submit to the Platform will be truthful and accurate and you will maintain the accuracy of this information.

6. Your account is for your use only and you agree that you will not share your account with any other person. It is your responsibility

to keep your password secure. You will be responsible and liable for any actions of any person logging into the Platform using your username and password (including, without limitation, any ads posted on the Platform via your account). You should notify us immediately if you suspect that anyone else knows your password or that anyone has accessed your account without your permission. Unless we have been notified otherwise we will be entitled to assume that any person logging into our Platform using your username and password is you.

7. We may at any time and for any or no reason refuse to accept a registration from any person. We may also terminate your account at any time (even if you have paid to upgrade or post Ad), without warning for any or no reason, with or without prior notice or explanation and

without liability and we may take legal action if needed based on your violation of these Terms.

3. Access and use of the Platform

1. We do not charge any fees for registering an account with us. Some aspects of the Platform are also made available free of charge, such as browsing and searching on the Platform.

2. We also offer a number of additional features and functionality on the Platform that are only available to members who have either (a) paid a specific fee for such additional features or functionality; or (b) paid to upgrade their account. For more details on how to

upgrade your account please refer to clause 5 below.

3. You agree not to use the Platform, or any information or material made available to you on the Platform, in any improper or unlawful manner or in breach of any rule, regulation, legislation or licence that applies to you.

4. Without limiting the foregoing, you agree that when using the Platform you will not:

1. Harass others or disclose personal information about others that could amount to harassment;
2. Publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, sexually explicit, harmful, confidential, libelous, hateful, threatening or

otherwise illegal material or information, or anything which might constitute a criminal or civil offence;

3. Upload files that contain software or other material which are the Intellectual Property Rights of any third party, or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;

4. Upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the Platform or any other computer;

5. impersonate others or create false accounts or ads on the Platform;

6. promote any activity that is illegal;

7. harvest information, with use of software or otherwise, from the Platform for purposes other than as specifically authorized under these Terms;

8. solicit any users of the Platform for purposes other than as specifically authorized under these Terms;

9. send chain letters, junk mail, 'spamming' material or any other form of bulk communication

10. act in contravention of any policies for uploading content and/or posting ads that we may make you aware of from time to time; or

11. do or omit to do anything that, in our opinion: (i) brings us or the Platform into public disrepute, contempt, scandal or ridicule; (ii) damages or puts at risk any other users of the

Platform; or (iii) materially prejudices us or the Platform.

5. You agree to comply with all reasonable instructions and requests from us regarding your use of the Platform, including, but not limited to, providing any requested information for verifications regarding any ads/listings.

6. You are responsible for obtaining (at your own cost) all necessary equipment and telecommunications services required to access and use the Platform.

7. You agree that we may, in our sole discretion, suspend access to the Platform temporarily, or terminate the service entirely, in each

case, without notice, in the case of system failure, maintenance or repair or for reasons beyond our control or for any or no reason whatsoever and we shall not be liable to you in any way for such suspended access or termination of service.

8. You agree that your interactions with other members of the Platform and our personnel, whether via message, email or over the telephone, will at all times remain respectful and courteous.

9. You agree that any tenancy or lodger arrangements entered into in respect of any room and/or property you rent out will be in compliance with all laws and regulations; and you will act in accordance with such arrangements, laws and regulations at all times.

4. Posting and responding to ads on the Platform

1. You need to register an account with us in order to create and post an ad (also known as a "listing") on the Platform. When you register for a free account on the Platform, this will not enable you to post any ad/listing for rooms and/or properties to rent on the Platform at any time. You can upgrade your account in order to be able to post any ads/listings for rooms and/or properties available to rent at the same time.

2. There are three types of ad that can be posted on the Platform.

The first is an ad that can be posted by any normal paying member who has registered an account with us (a "Roommate match Ad"). The second type of ad, ("Premium Roommate Ads"), who have paid to upgrade their account. can only be posted by any normal members. The third type of ad can be posted by Landlord or Agent only who has registered an account with us as landlord or agent (a "property Ad").

Purple color Ads represent for landlord or/and agent ads and orange color ads represent for roommate and roommate premium ads.

3. To post an ad on the Platform click on the "Post ad" link on the homepage and follow the instructions. By posting an ad on the Platform you are representing and warranting (which is a legal promise) to us that:

1. all the information you include in your ad will be truthful and, to the best of your knowledge and belief, accurate and not in any way misleading;

2. any photos or videos you include in your ad will be current and accurate representations of the room(s) and/or properties you are advertising;

3. you have all necessary rights and permissions to advertise and/or rent or let the applicable room or property (note we reserve the right to request proof of such rights and/or permissions); and

4. all ads will comply with these Terms, including clauses 8 and 10.

4. You may not:

1. post multiple ads for the same room and/or property;

2. post dummy or fake ads for rooms and/or properties that aren't available for let or aren't available to be viewed; or

3. delete an ad and repost it in order to make it appear as "New Today".

5. You are responsible for the content of any ads you post to the Platform, including any errors, omissions or inaccuracies contained in such ads. We accept no liability to you or any other person for the content of any ads posted on our Platform. We advise that you check the content of your ad immediately after posting it to the Platform to ensure you are happy with it. You may edit or remove any ads you have posted on the Platform at any time by logging into your account and clicking on the My property Ads link. For more details on how to do this please refer to the FAQ section.

6. For roommate service once the Ad has been posted on the Platform, only Users who have paid to upgrade their account will be able to respond to that ad for one month (30 days). Starting on

the day it was first posted.

7. For landlord service once the Ad has been posted on the platform, all user of the platform can see it, but only register user can make booking. All Landlord Ad will be available for one month only (30 days) starting on the day it was first posted.

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8. You may contact other members of the Platform via the messaging system on our Platform. However, please be advised we will not reveal any of our members' contact details or other personal information without the relevant members' permission.

We do not routinely monitor all communications between Users via the messaging system on our Platform, but we may use software to track communications and we reserve the right to monitor them in order to investigate any suspected breach of our terms and conditions, any illegal behavior or any other misuse of our service, or for any other reasonable reason as determined by us from time to time. We reserve the right, in our discretion, to archive or discard communications sent via the messaging system on our Platform after a minimum of fifty six (56) days or otherwise immediately if we feel that the message is unlawful or inappropriate.

9. We reserve the right to refuse to list and/or deactivate any ads or edit any User Generated Content we deem, in our reasonable discretion, to be in violation of these Terms or which we are instructed to refuse to list or deactivate by any court or law enforcement authority. In such cases no refunds will be given. We reserve the right to request proof of your right to post ads and/or other User Generated Content. In the event we: (a) receive any complaints about an ad or advertiser; (b) receive notice of an investigation into an ad or advertiser by any law enforcement or regulatory authority; or (c) otherwise become aware of any violation of these Terms or any illegal behavior conducted by an advertiser, we reserve the right to temporarily suspend the ad or account in question while we investigate the matter. After carrying out any such investigation we may terminate your account if we deem it appropriate to do so in our absolute discretion.

10. We reserve the right to upload and publish any ads that are posted to the Platform to other relevant portal websites from time to time, such as other third party property search websites. We

will never post Users' contact details with their ads on third party websites.

11. All ads on the Platform contain a public profile of the advertiser. By posting an ad you consent to information such as your age and gender being included in your profile. To update any of the information shown on your profile, please contact the Customer Services team at customerservices@roomyfinder.com.

12. We allow all users the ability to renew their ads. Renewing reposts the ad back into the listings as New, and posts your ad at the top of the new listings. Renewing won't post your ad back as New Today. The search results your Renewed ad appears on, and its position on that page, is determined by the number of newer, or more recently Boosted and/or Renewed ads that have been posted. For a full explanation of how ads are ranked on RoomFinder, please refer to our FAQ section. Renewing an ad.

5. Upgrading your account

1. You may upgrade your account at any time by clicking on the "Upgrade" link in the "My account" section of our Platform.

2. Where a four week upgrade of your account is purchased, you can during that four week upgrade period (via the "My account", "My Ads" or "Upgrade" section of our Platform).

3. When you choose to upgrade your account we will charge you a payment for the upgrade period you have chosen. Payments will be processed by our third party payment processor, currently Stripe or WorldPay, using their secure server or can be made using PayPal or any other payment method as advertised on the Platform from time to time.

4. Your account will automatically revert to our free service at the end of your upgrade period unless you opt to extend your upgrade period by making a further payment. We will only charge you for the period you have selected to upgrade for. By giving us your payment card details you are not granting us any continuing authority to automatically extend your upgrade period unless you have specifically opted to make regular, ongoing payments as part of a monthly subscription package.

5. All monthly subscription packages are deemed continuous from the date of purchase. By purchasing a monthly subscription

package, you authorize RoomFinder to automatically deduct ongoing monthly payments. The subscription will continue unless and until you cancel your subscription, or we terminate it.

6. Once you've confirmed the payment to upgrade your account and we have sent you a confirmation email confirming your purchase, a contract for upgraded services between you and us will have been formed. Your confirmation of payment will be taken as your express request for us to begin supplying the relevant services immediately following our sending of the confirmation email. You have NO right to cancel your contract after the contract has been formed. Please note, once you have started to receive the benefits of our upgraded service you will not be entitled to a any refund and we are entitled to charge you a extra amount for any services you have already received.

when you decide to cancel your contract and will be calculated as follows:

1. Any cancellations to a monthly subscription package will be effective from your next payment date.

For more information, please contact customerservices@roomyfinder.com.

2. payment will be made via your original bank account that you provide us with during registration and will usually be processed within 7 working days.

3. Please note you will not have the right to cancel your upgraded subscription.

6. Additional features for room and/or property advertisers

1. This clause of these Terms only applies to members of the Platform who are advertising rooms and/or properties. Any members of the Platform advertising rooms and/or properties that have registered an account with us, and are paying for an service.

1. Featured Ads

1. We operate a pay per click system, which you can use to give direct payment to you at property.

However, we also

permit members of the Platform advertising rooms

and/or properties to set their own pay per day, week or/and month fees.

2. Once selected, in order for the Featured automatic 24/7 management Ads service to be active, it is necessary for your account to have a positive funds balance. If your account has a positive funds balance but that balance is insufficient to cover your service Rate, the Featured Ads service will still be active, but any booking on your ad will still apply your chosen automatic 24/7 management service Rate and your account will go into a negative balance. If there are no funds available.

3. Funds for the Featured Ads service (minimum of \$10) can be added manually to your account at any time through our third party payment processor, currently Stripe, using their secure server, or made using PayPal or any other payment method as advertised on the Platform from time to time.

4. Where your account has a negative balance (as explained in above), any funds added will first clear the negative balance, with any remaining balance being credited to your account. For example, where \$10 is added to an account which has a negative balance of 5c, the account balance will show as \$9.95.

5. If you want to find out more about the Featured automatic 24/7 management Ads service or request the return of funds within your account that are no longer needed for the Featured Ads service, then please email customerservices@roomyfinder.com or call +971 506013921

2. Boosts

1. Boosts cannot be used on the same ad for different property, but only one Boost can be used for one property Ad.

2. For more information on Boosts and how they work, please contact customer services on +971

506013921.

3. Branded Ads

We may also permit certain members of the Platform who are advertising a large number of properties or rooms on our Platform to include their own branding on their ads and/or to be awarded “pro landlord status” and have that status recognised in their ads. These additional services are offered entirely at our discretion and you may be required to pay additional fees and/or sign up to additional terms before you are able to take advantage of them. If you’re interested in finding out more, please contact us to discuss this further.

7. Additional features for room and/or property seekers

1. This clause of these Terms only applies to members of the Platform who are room and/or property seekers.

1. Verification

1. If you are a member of the Platform who is a room and/or property seeker then we offer the ability for you

to register a verification check (“Verification Check”) which consists of:

1. verification of your cellphone number;
2. verification of your name and date of birth using a form of photo identification, such as your driver’s license, passport or national id; and
3. a criminal records check, including criminal records, terrorist watchlists and sex offenders registers.

2. It is not a requirement for a room and/or property seeker to undertake a Verification Check in order to use the Platform or place an ad seeking a room and/or property.

2. In these Terms:

1. “Intellectual Property Rights” means patents, rights in inventions, trademarks and service marks, domain names, registered designs and design rights, copyright (including rights in computer software and databases), database rights, moral rights and any rights of privacy or

confidentiality (in each case whether registered or unregistered and for the full period of protection including any extensions, revivals and renewals) and including any applications for the same and the right to apply for any of the foregoing anywhere in the world, and all similar or analogous rights anywhere in the world; and

2. "User Generated Content" means any information, text, image, photo, audio, video, works of authorship or other content or materials of any kind which are uploaded, posted, published, displayed, transmitted, shared or otherwise made available by you on the Platform, including any ad or any such content or materials included in any ad.

3. The Platform includes functionality that enables you to submit or upload User Generated Content directly to the Platform, including, without limitation, by posting ads on the Platform. By posting any User Generated Content to the Platform you are representing and warranting (which is a legal promise) to us that you have not posted or submitted any User Generated Content to the Platform:

1. which is confidential, defamatory, offensive, infringing, obscene, sexually explicit, indecent, discriminatory or otherwise unlawful or objectionable;

2. that you do not own or for which you do not have the permission of the owner or any other relevant person who may have rights in or connected to such User Generated Content, including any individuals who appear in any photos or other images that you upload to the Platform;

3. if submitting it to the Platform would be a breach of any applicable data protection or privacy legislation; or

4. if submitting it to the Platform would infringe the Intellectual Property Rights of another person.

4. RoomFinder is committed to equal opportunities. You agree that you will not advertise on the Platform in such a way as to discriminate against anyone based on nationality, race, ethnic or religious group, sexual orientation, age, gender or disability. For details on discrimination law as it applies to housing click [here](#).

5. You acknowledge that it is your responsibility to ensure that your ads comply with all applicable laws, including any laws in relation to discrimination and transparency of pricing.

6. You acknowledge that any User Generated Content that you post to the Platform may be seen by other users of the Platform.

7. You are responsible for your relationship with other members of the Platform. However, we reserve the right, but are not obliged, to monitor disputes between you and other members.

8. You agree that you shall indemnify and compensate us for any loss, liability, claim, damage or expense (including reasonable legal fees and court fees) suffered by us as a result of:

1. any breach by you of the warranties and representations in clause 8.2; and
2. any third party claim against us in connection with any ads posted to the Platform under your account.

8. Notice and take down procedure

1. Although we take reasonable steps to scan ads that are posted to the Platform for spam and scams, we do not actively monitor all the ads and other User Generated Content on the Platform. We

do not therefore accept any responsibility or liability for any User Generated Content on the Platform.

2. If you become aware that other members of the Platform have posted any ads or other User Generated Content that is inaccurate, inappropriate, offensive (or does not comply with any of the provisions of these Terms) you may notify us by contacting us at customerservices@roomyfinder.com. If such misuse includes suspected infringement of copyright or other intellectual property, please follow the Copyright and IP Policy.

3. We may, without notice, edit, revise or remove any ads or other User Generated Content posted to the Platform that, in our sole judgment, violates these Terms or may be offensive, illegal, inaccurate, misleading or may violate the rights, or harm or threaten the safety of any person. It is our policy to terminate the accounts of Users who repeatedly infringe the intellectual property rights of others.

4. For the avoidance of doubt, any decision we make in connection with the removal of any ads or other User Generated Content from the Platform is final and we accept no liability to you in respect of any such decision.

9. Intellectual Property

1. We do not claim any ownership of any Intellectual Property Rights in the User Generated Content that you post to the Platform. After posting any User Generated Content you retain all rights of ownership in it and you may use the User Generated Content in any way you choose (provided it does not breach these Terms).

2. By submitting any User Generated Content to the Platform you automatically grant us the indefinite worldwide right and license to use, host, store, reproduce, display, publish, perform, modify, manage, distribute, create derivative works, communicate, publicly display and distribute such User Generated Content as part of the Platform or as part of any materials used to operate, promote, advertise or improve the Platform anywhere in the world. Although we have no obligation to moderate content on the Platform, we may monitor any information transmitted or received through the Platform. We may reject, block, suspend or remove

your content at any time and in our sole discretion. We in no way guarantee that your content or any part of it will be displayed on the Platform.

3. We will not be under any obligation whatsoever to pay you for any of the User Generated Content you upload to the Platform.

4. Save in respect of the User Generated Content, all Intellectual Property Rights in and to the Platform and all content and materials contained on the Platform are owned by and shall remain owned by us or our licensors. You may view, download and print any materials and information made available to you through the Platform subject to the following conditions:

1. the material may only be used for your personal non-commercial use;
 2. the material shall not be reproduced or included in any other work or publication in any medium;
 3. the material may not be modified or altered in any way;
 4. the material may not be distributed or sold to any third party;
- and
5. you may not remove any copyright or other proprietary notices contained in the material.

5. These Terms are not intended to prevent you recording in manual form any individual item of information, or disclosing any individual item of information, free of charge, to friends or relations for

non-commercial purposes, provided you take all reasonable steps to ensure that any person to whom you may disclose that information complies with these Terms.

10. Disclaimers

1. To the fullest extent permitted by applicable law and, except as expressly provided in these Terms, the Platform and all content, products and services provided through it are provided on an “as is” and “as available” basis. We do not make any representation or warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise), in relation to the Platform or any content, products and services provided through it including, without limitation, any warranties in relation to merchantability, fitness for a particular purpose, non-infringement

or in relation to the quality, completeness, accuracy or reliability of the Platform and all content, products and services provided through it. You use the Platform and all content, products and services at your own risk.

2. Without limiting the generality of the foregoing you acknowledge and agree that any rooms, apartments, houses, properties or tenancy arrangements are provided by our members and not by us. We have no control over, nor accept any responsibility or liability for, any such arrangements or issues you may encounter with them.

3. We do not inspect any of the properties or rooms that feature in ads on our Platform. We strongly advise you to inspect properties thoroughly before you make any binding commitments in respect of any properties or rooms listed on our Platform.

4. Without limiting the generality of the foregoing, you acknowledge that where the profile of a User who is a room and/or property seeker shows a green “tick” and “Verified User” icon that RoomyFinder is not giving any opinion on the suitability or otherwise of the User as a potential tenant and/or lodger and you take sole responsibility and liability for any conclusions drawn by you. A green “tick” and “Verified User” icon is not intended to be a substitute for conducting your own checks such as in-person interviews, reference checks, online and social media searches, and obtaining copies of identification documentation. You recognise that Verification Checks, particularly those relating to

criminal records, are not always accurate and may not reveal a person's complete criminal history due to it not being possible to search all proprietary and public record information databases throughout the world and any limitations (such as some states not reporting comprehensively into national criminal databases), errors or omissions in the US proprietary and public record information databases that are searched as part of the verification process. Verification Checks can only be made against information available on the date that the Verification Check is made and will not take into account information that may

subsequently become available after the Verification Check has been made.

5. The information made available on the Platform, whether posted by us or by any other users, is provided for information purposes only. We cannot guarantee that any ads or other information provided on the Platform will be correct, accurate, up to date or meet your needs or requirements. The information provided on the Platform is not intended to be professional or legal advice of any kind and should not be relied on as such. Any reliance you place on any materials or information made available on the Platform is entirely at your own risk.

6. Although we do our utmost to ensure a reliable service we do not guarantee that the Platform will always be available or error free, that defects will be corrected, or that the Platform or the server that makes it available are or will be always free of viruses or other harmful components.

7. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Please check the local laws of the jurisdiction in which you are resident to determine the extent to which any implied warranties may be relevant to our legal relationship with you.

8. Nothing in these Terms is intended to disclaim or exclude any warranty or liability that cannot be disclaimed or excluded by operation of applicable law.

11. RoomyRamRam

1. is events are operated by RoomyFinder, Inc. By registering for an event you are bound by the same terms and conditions as

you would be by registering for the Platform, including our privacy policy.

2. If we have to postpone, cancel or modify an event, we'll inform attendees via email as soon as possible.

3. We reserve the right to exclude individuals from an event if their behavior is threatening, offensive or in any way inappropriate. Exclusion may lead to a ban on registering for future events.

4. At every RoomyRamRam event we take photos of the room and people in attendance to use for promotional purposes. By signing up for an event you give your consent to this photography and agree RoomyFinder will own any such footage and may use it for promotional purposes without restriction. If you don't want to be photographed, please let a member of staff know.

12. Limitation of liability

1. Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by negligence; (b) any loss suffered by you as a result of your reliance on any fraudulent misrepresentation made by us; or (c) any other liability which may not be limited or excluded by applicable law.

2. Subject to clause 13.1 above, you agree that we shall not be liable for:

1. any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind; or

2. any direct or indirect loss of profit, anticipated savings, opportunity or business and loss, corruption or damage to data,

in each case whether based in contract, tort (including negligence), strict liability, or otherwise, which arises out of or is in any way connected with: (i) any use of this Platform or the services provided through it; (ii) any failure or delay in the use of any component of the Platform or any service including, without limitation, any unavailability of the Platform or the services provided through it irrespective of the duration of any period of unavailability; (iii) any use of or reliance upon any ads, information, material, or other products or services offered through the Platform, in all cases even if we have been forewarned of the possibility of such loss or damage; and (iv) any tenancy or lodging

arrangements of any kind that you enter into as a result of using our Platform.

3. Subject to clause above and without limiting any clause in any way our total aggregate liability to you under these Terms whether based in contract, tort (including negligence), strict

liability, or otherwise shall be limited to direct losses not to exceed the total payments you have made to us for services offered to you through the Platform in the 12 months preceding your claim.

4. If any dispute, controversy or claim arises under these Terms, or the Platform in general, and cannot be resolved by facilitated negotiations (or the parties agree to waive that process) then such dispute, controversy or claim shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures. The arbitration proceeding shall take place in New York County, New York, unless the parties agree to a different locale and shall be conducted in the English language. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, parties waive any right to a jury trial. You agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards, except as required by applicable law and to the extent not already in the public domain.

13. Third party sites

1. This Platform contains links to other websites and/or mobile applications operated by third parties that are not under our control. We make no guarantees, warranties or representations whatsoever about any third party websites and/or mobile applications that you may access through this Platform, or any services that may be provided through such third party websites and/or mobile applications.

2. Without limiting the foregoing, please note that any third party websites and/or mobile applications that you may access by clicking on a link available on our Platform are in no way approved, vetted, checked or endorsed by us and you agree that

we shall not be responsible or in any way liable to you for the content, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality of any products or services available on such third party websites and/or mobile applications. If you choose to access any such third party website and/or mobile applications that we do not control, you do so entirely at your own risk. In addition, please note that your use of any such third party website and/or mobile applications may be subject to that third party's additional terms and conditions.

14. Termination

1. We may disable the Platform or cease the provision of any of the services made available through it, or terminate your membership of the Platform, at any time in our sole discretion for any reason whatsoever.

2. In the event that we disable the Platform or terminate your account through no fault of your own and in circumstances where you have not breached these Terms you will not be entitled to any refund for any unused subscription fees that you have pre-paid to us.

3. We may in our absolute discretion either suspend or terminate your account if you breach any of these Terms. If you are found to have breached these Terms and we choose to terminate your account you will not be entitled to a refund of any subscription fees you have pre-paid to us.

4. You may de-activate (either temporarily or permanently) your account with us at any time by notifying us that you wish to do so at the following email address:
customerservices@roomyfinder.com.

5. Termination of these Terms and/or your account with us, howsoever caused, shall not affect the accrued rights and liabilities of either you or us as at the time of such termination. You will still be responsible for the promises you have made to us about your User Generated Content as well as any damages that result from your violation of these Terms.

15. Data Protection and Privacy

1. We will only use any personal information that we may collect about you in accordance with our Privacy policy. Our privacy policy is an important part of these Terms and it is important that you read it. By accepting these Terms you also accept our use of your personal data in accordance with our privacy policy.

16. Third Party Beneficiaries

1. Except as set out in clause 17.2 below, RoomFinder and you do not confer any rights or remedies upon any person other than RoomFinder and you and our respective successors and assigns.

17. General

1. These Terms and our privacy policy set out the full extent of our obligations and liabilities concerning the Platform and the services offered through it and replace any previous agreements and understandings between us and you.
2. Subject to clause above, you shall have no remedy in respect of any untrue statement made to you upon which you relied in entering into these Terms other than for any breach of our express obligations set out in these Terms.
3. You may not assign, sub-license or otherwise transfer any of your rights and obligations in these Terms to any other person.
4. If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.
5. If any part of these Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.
6. The Platform is operated from the UAE. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of UAE without giving effect to any choice or conflict of law provision or rule

(whether of the UAE or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of

the UAE.

18. Additional terms for referral marketing programs provided by Talkable

1. Talkable ("we" or "Talkable") offers customers ("you" or "Advocates") of RoomyFinder ("the Merchant") the opportunity to refer friends ("Friends") to try the Merchant's goods or services ("Merchant's Services") ("Talkable Referral Program" or "Program").
2. These terms apply to individuals who are accessing or using the Program both as a referrer ("Advocate") and a friend ("Friend") referred to the Merchant's Services.
3. By participating in the Program, Advocates and Friends agree to use the Program in the manner specified in, and are bound by, these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you are not authorised to register as an Advocate or Friend or participate in the Program in any manner.
4. We reserve the right to modify or amend at any time these Terms and Conditions. You may terminate this Agreement if you do not wish to be bound by any such amendments but by continuing to use our website or the Program you will be deemed to have accepted the new terms.
5. The offer may be subject to a minimum spend.
6. There are limits in place on how many and how frequently referrals can be made by any single referrer. Rewards may not be given if those limits are exceeded.
7. Rewards must be claimed before the expiration of codes.
8. RoomyFinder reserves the right to refuse the issue of any reward to any Referred Friend or Advocate at any time.
9. RoomyFinder reserves the right to vary any and all elements of this offer at any time without notice.
10. RoomyFinder reserves the right, at their sole discretion, to prevent any individual from participating in this or future promotions.
11. Referral credit cannot be applied to previous purchases, and is not redeemable for cash.
12. This referral program is subject to modification or termination

at any time without notice in our sole discretion.

13. RoomyFinder permits Talkable to collect PII data (can include but not limited to name, email address, IP address, and shipping address through shopping cart integration) in order to successfully manage the referral program. Talkable will collect, process and store customer's PII data. If a customer wishes to be removed from the referral program, they can do so by contacting: customerservices@roomyfinder.com .