

Welcome to www.roomyfinder.com (the "Site") and/or our Room Finder mobile application (collectively the "Platform") brought to you by GLOBAL STRATEGY CATALYST GROUP.LLC ("Room Finder", "we", "us" and "our"), a company registered in 401 Ryland St, Suite 200- A, RENO, NV, 89502. United Estate Of America.

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: GLOBAL STRATEGY CATALYST, LLC. 401 Ryland St, Suite 200- A, RENO, NV, 89502. United Estate Of America. Or our UAE office, ABU DHABI, MISAKIN ST, AL DANAH, 22213- OFFICE PRP37696

Email:

customerservices@roomyfinder.com

Tel: (USA) +1 412 403 3921

(UAE) +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 " 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 choose the registration type you prefer to be a Landlord or Roommate. If you chose Roommate type of registration, you also may be required to identify your self with "have room" or "need room" options. 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 Roomy Finder'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.
8. We may restrict your use of our platform in case you listed or post fake information in your ads or listed or posted incorrect information about your property. Also, we may take legal action if needed based on your violation to honesty and accuracy information in your ads using our platform.
 - (a) This violation of posting or listing fake or incorrect information will be penalties with maximum amount of 5000 AED.
 - (b) We recommend you not list or post any fake pictures or photos for other property that doesn't match your real property.

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 license 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.
 12. Post or listed any fake advertising for property including, but not limited to information and picture of different properties other than the one property you posting or listing in 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 or not paying member who has registered an account with us (a "Roommate, Need Room" Ads). The second type of ad, ("Roommate, Have Room" 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" or "Post Roommate" 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, or yourself.
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 Ads 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 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 Room Finder, 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 Room Finder 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 or not paying for an service.
 1. Featured Ads
 1. We operate a pay per booking 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](tel:+971506013921).

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 recognized 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 cell phone 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.
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. Roomy Finder 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.
 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 ad 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 **Copy Right & 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 personalnon-commercial use;
 2. The material shall not be reproduced or included in any otherwork 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 proprietarynotices 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 Roomy Finder 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. The next statement is (Only for USA users) "You recognize 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 Roomy Finder, the platform. 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 Roomy Finder 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 3 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 RENO, NEVADA, 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. 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 **Privet 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, Room Finder and you do not confer any rights or remedies upon any person other than Room Finder 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 USA 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 Roomy Finder ("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 authorized 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. Roomy Finder reserves the right to refuse the issue of any reward to any Referred Friend or Advocate at any time.
9. Roomy Finder reserves the right to vary any and all elements of this offer at any time without notice.
10. Roomy Finder 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. Roomy Finder 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.