# **TERMS OF SERVICE**

*Effective from: \_\_\_\_\_\_\_\_\_\_\_\_*

These Terms of Service (the “Terms”) constitute a legally binding agreement between Qardly FZC ("Qardly," "we," "our," or "us") and you (“you”, “your”, or “user”). These Terms will be effective upon your acceptance of the same (directly or indirectly in electronic form or by means of an electronic record) and will govern the relationship between us and you for the use of our Application (the “App”) and Website \_\_\_\_\_\_\_\_\_ (the “Website”) (App and Website are hereinafter together referred to as the “Platform”).

Our role under these Terms is limited to managing the Platform, including any services made available to you in connection with lending or borrowing transactions and other incidental services to facilitate the transaction between you and lenders or borrowers (“Services”). For the sake of brevity, “User” herein refers to anyone visiting our Platform or anyone who accesses or uses our Platform, including anyone who registers with us in accordance with these Terms of Service.

You must read, agree with and accept these Terms of Service as it explains the terms and conditions guiding your usage of our Services. By viewing, visiting, using, or interacting with the Platform you agree and confirm to be bound by these Terms of Service. If you do not agree with anything provided herein, please do not use or access our Platform or Services.

We reserve the unilateral right to change the particulars contained in these Terms of Service from time to time, without notice to you and in our sole discretion. If we make any such revision in these Terms of Service, we will update the effective date above and the revised Terms of Service shall be effective from such date. You are required to frequently check these Terms of Service and its effective date to understand the terms and conditions that apply to your use of our Services. Your continued use of the Services following such modification constitutes your acceptance of the modified Terms of Service, whether or not you have read them.

### **ACCEPTANCE OF TERMS:**

By registering on our Platform, submitting any material, or using any of our Services, or by continuing to use our Platform you expressly agree to abide by and be bound by these Terms. These Terms also encompass our Privacy Policy and all other operational rules, procedures, and policies that may be published and/or amended by us from time to time. Your utilization of our Services is contingent upon your acceptance of these Terms which shall be applicable to all the users of the Platform and/or our Services.

### **ELIGIBILITY:**

* 1. You must be at least Eighteen (18) years of age to use our Platform. If you are using our Platform or agreeing to the Terms, you are warranting and representing to us that you are at least Eighteen (18) years of age.
  2. While our Services are accessible to users across various demographics, the Platform is designed for individuals keen on Shariah-compliant P2P lending solutions. The lending practices on our Platform adhere to Shariah principles, ensuring that transactions are conducted without the involvement of interest.

### **USER REGISTRATION:**

* 1. To utilize the Service, you must complete the registration process with us and create an account. By doing so, you affirm, warrant, and commit to providing us with precise, truthful information. This includes but is not limited to, your name, residential address, email address, phone number, country codes, nationality, age, gender, language, and ID number(s), biometric data, such as a profile photo and fingerprint. Failure to provide accurate information will be considered a violation of these Terms and may lead to the immediate termination of your user account.
  2. You agree to maintain the confidentiality of your password and take responsibility for all activities associated with your account and password. We retain the right, at our sole discretion, to revoke, reclaim, or modify a username (or first/last name) you choose if we deem, in our judgment, that such username is inappropriate, obscene, or otherwise objectionable.
  3. You must notify us in writing immediately if you become aware of any disclosure of your password. You are responsible for any activity on our Platform arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.
  4. User registration on the Application is a one-time process. If you have previously registered, you should log in/sign in to your account using the same credentials provided during the initial registration process.
  5. You must not provide false, incomplete, or inaccurate information to us. Creating an account on behalf of anyone other than yourself without their permission is also strictly forbidden. Additionally, using a username with the intent to impersonate another person, or using a username account that is subject to the rights of someone else without proper authorization, is not allowed.
  6. You can use this Platform if and only if you or the business entity you represent is not domiciled or registered in or does not do business with any company belonging to any country or territory (including North Korea, Cuba, Iran, Syria, and Crimea), that is the subject or target of any UAE or other national government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including those imposed, administered or enforced from time to time by the UAE government through the Executive Office for Control and Non-Proliferation (EOCN), without having first obtained any required license or other government authorization for doing so.
  7. We may suspend or cancel your account at any time at our sole discretion without notice or explanation if we suspect that your account is used in breach of these Terms, provided that if we cancel any Services you have paid for and you have not breached any of these Terms, we will process your refund according to Clause 8, if applicable.

### **USER CONTENT:**

* 1. You are responsible for the accuracy and completeness of the User Content provided during the registration and account creation process as well as thereafter and will bear responsibility for such User Content that you generate, upload, or disseminate on the Platform, encompassing descriptions of Services and communication.
  2. The term “User Content” refers to the information and data provided by users on the Platform, whether in the capacity of a visitor, borrower, or lender, for the purpose of utilizing the Services on the Platform. This includes but is not limited to, details furnished during the account creation, loan request or application process, agreements, and any additional communication with fellow users, testimonials, and any other information provided for the utilization of the Services on the Platform.
  3. User Content must not infringe upon the intellectual property rights and/or Shariah principles of any third party. Prior to providing or uploading such User Content, you are required to obtain the necessary permissions, authorizations, or licenses if any for the works owned or controlled by a third party.
  4. You grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate, and distribute User Content within the scope of the Platform's functionalities while adhering to Shariah principles.
  5. You hereby confirm that you have read and agree with our 'PROHIBITED USES' (defined below in Clause 12) and will not post, send, publish, upload, or transmit through the Services any submission nor post any User Content that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.

### **YOUR USE OF OUR SERVICES:**

* 1. Subject to your compliance with these Terms, including the 'PROHIBITED USES' defined in Clause 12 below, we grant you a non-exclusive, non-transferable, revocable license to:

1. access the Services; and
2. download any portion of the User Content provided by you for utilizing our Services.
   1. Subject to compliance with these Terms, we may offer to provide the Services, as more comprehensively described on the Platform. These Services, selected by you, are intended solely for your personal use and are not to be used or exploited for the benefit of any third party.
   2. The provision of Services will be carried out on a best-efforts basis. We do not provide any warranties for the continuous availability or the accuracy of any content.
   3. You consent to the disclosure of your information, including but not limited to your name, residential address, email address, phone number, country codes, nationality, age, gender, language, and ID number(s), on the Platform as may be required for the performance of the Services. By creating an account on our Platform, you may receive updates, promotional materials, and other information related to the Service or new Services offered by us. You have the option to opt out of receiving any or all of these communications from us by following the unsubscribe link or instructions provided in any email we send. However, important updates pertaining to your account will continue to be delivered to you.
   4. We explicitly disclaim any responsibility for any harm resulting from the use, viewing, or downloading of any User Content from the Platform. If you choose to access or use any User Content, it is your responsibility to take necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. You acknowledge and agree that we shall not be liable for any damages that may arise from your use of the User Content on the Platform.

### **USER REPRESENTATIONS:**

By using the Platform, you represent and warrant that:

1. all the information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such information as necessary;
3. you have the legal capacity and you agree to comply with these Terms;
4. Your use of the Platform shall be solely for your own purposes and you shall not authorize others to use your account;
5. If you register on our Platform as the representative of any entity, you represent that you are authorized to act on behalf of such entity and that such entity shall be bound to comply with these Terms upon your acceptance of these Terms;
6. you are not a minor in the jurisdiction in which you reside;
7. you will not access the Platform through automated or non-human means, whether through a bot, script, or otherwise;
8. you will not use the Platform for any illegal or unauthorized purpose; and
9. your use of the Platform will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

### **SUBSCRIPTION PLANS AND FEES:**

* 1. We offer paid subscription plans for our Services on our Platform, including recurring monthly or quarterly plans. Subscriptions shall automatically be renewed at the end of each billing cycle unless canceled by the User from their account. The detailed features and pricing of the Standard and Premium subscription plans are available on the \_\_\_\_\_\_\_\_\_\_\_\_ page.
  2. We offer a free trial period wherein Users are entitled to three (3) complimentary loans. During this trial, no service fees are levied for loan applications or grantings. However, the trial period is limited to a one-time provision upon the user's initial registration with us.
  3. Our Premium Subscription requires a recurring monthly fee of AED \_\_\_\_\_. This subscription bestows upon Users unlimited transaction privileges free of charge throughout the subscription month.
  4. In the case of the Standard Version, each transaction incurs a service cost of AED \_\_\_\_\_. This fee applies to every transaction facilitated through the Platform, ensuring transparency in service charges.
  5. Users are encouraged to log any payment-related issues through the Platform’s User Support feature. We pledge to address and resolve such issues expeditiously, ensuring a fair and efficient resolution process.
  6. By actively selecting a subscription plan, participating in transactions, or availing of the free trial on the Platform, Users explicitly acknowledge their understanding and unequivocal acceptance of the fees and subscription terms delineated in this Clause.
  7. One-time payments may apply for certain add-on Services outside of the subscription plans.
  8. We reserve the right to periodically review and adjust subscription plans and fees to adapt to market dynamics and service enhancements. Users will receive timely notifications regarding any changes, and updates will be accessible through the Platform, but this will not affect payment for Services that have been previously paid.
  9. You must make the payment in respect of our Services in advance, in cleared funds, in accordance with any instructions on our Platform. We retain the right not to make any Platform services available until we receive cleared funds.
  10. You agree to provide current, complete, and accurate financial and account information for all borrowings and lendings made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Value Added Tax or other taxes applicable as per the prevailing law may be added to the subscription fees as deemed necessary by us. We may change the subscription fees at any time. All financial transactions and payments are required to be processed using the accepted currencies, specifically AED.
  11. If your subscription plan is subject to recurring renewal and consequent subscription charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable subscription. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.
  12. If you make an unjustified credit card, debit card, or other charge-back, then you will be liable to pay to us within seven (7) days following the date of our written request:

1. An amount equal to the amount of the charge-back;
2. All third-party expenses incurred by us in relation to the charge-back, including charges made by our or your bank or payment processor or card issuer;
3. An administration fee in addition to taxes; and
4. All our reasonable costs, losses, and expenses incurred in recovering the amounts, including without limitation legal fees and debt collection fees.
   1. For the avoidance of doubt, if you fail to recognize or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back.
   2. If you owe us any amount under or relating to these Terms, we may suspend or withdraw the provision of Services to you.
   3. We may at any time set off any amount that you owe to us against any amount that we owe to you by sending you written notice of the set-off.

### **REFUND AND CANCELLATION:**

* 1. Users opting for the Premium Subscription have the flexibility to cancel their subscription at any time, however, no refunds shall be provided upon the expiry of 7 (seven) days (the “Cooling-off”) period. Further, if a loan has been processed at the time of the cancellation request, no refunds shall be provided, even if the request has been made within the Cooling-off period. The refund shall be processed after deducting from the refundable amount, the costs incurred by us on behalf of the Users. Further, it is provided that such refunds for Premium subscriptions are only available within the first 7 days (the “Cooling-off Period”) from the subscription start date. Users are entitled to a full refund during this "Cooling-Off Period.”
  2. Users engaging with the Standard Version may incur service costs for transactions. No refund is applicable for completed transactions on the Standard Version.
  3. We will process and issue refunds for eligible cases within 28 working days. This applies specifically to Platform fees. Please note that we are not involved in the fees arising between direct peer-to-peer transfers using bank accounts or other mediums.

### **[PLATFORM NOT RESPONSIBLE FOR ACTIONS OR OMISSIONS OF LENDERS OR BORROWERS**

You acknowledge and agree that we are a Platform connecting you with lenders or borrowers and supporting you with the processing of your loan and not the lenders or borrower ourselves. We do not bear any responsibility for any delay with respect to the loan processing which arises for reasons beyond our control and on account of any acts or omissions of the lenders that we connect you with. Similarly, where you are a lender, you acknowledge and agree that we do not bear any responsibility for defaults in the repayments of any loans availed of by the Users of the Platform. You should do your own due diligence with respect to any lending or borrowing transactions that you enter into on the Platform.

### **INTELLECTUAL PROPERTY RIGHTS:**

* 1. We retain all rights, title, and interest in and to the Platform, including but not limited to its software, design, logos, trademarks, and all other content forming the Platform Content and is protected by applicable intellectual property laws.
  2. Subject to the provisions of these Terms, we grant users a limited, non-exclusive, non-transferable license to access and use our Platform strictly for its intended purposes. This license explicitly does not confer any ownership rights to users, and any unauthorized use constitutes a material breach of these Terms.
  3. All the copyright and other intellectual property rights and the material on our Platform are reserved.
  4. By submitting any content, such as text, images, or other materials ("User-Generated Content") on our Platform, users grant us a worldwide, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such User-Generated Content.
  5. We respect the intellectual property rights of others, and users are expected to do the same. Uploading, posting, or otherwise transmitting any content that infringes on our or any third party’s intellectual property rights is strictly prohibited. We reserve the right to promptly remove any infringing content.

### **PRIVACY POLICY:**

The terms relating to the collection of information from you, security, access to, and transfer of your data or information are governed by our Privacy Policy, which can be found [here].

### **PROHIBITED USES:**

* 1. While using the Platform, users consent to abstain from activities that contravene these Terms, encompassing fraudulent acts, spamming, hacking, and any actions that could disrupt the operations of the Platform or interfere with any other User’s uninterrupted use and enjoyment of the Services.
  2. While using the Platform users are strictly prohibited from assuming the identity of others, utilizing counterfeit accounts, or indulging in any conduct that may falsely represent their identity.
  3. You may only use our Platform for engaging in ethical and interest-free lending practices unless expressly permitted by us to use our Platform for any other purposes.
  4. You shall not edit, or otherwise modify any material on our Platform unless you own or control the relevant rights in the material.
  5. We reserve the right to suspend or restrict access to our Platform, to certain areas and/or the functionality of our Platform. For example, we may suspend access to the Platform during server maintenance or updating of the Platform. You are prohibited from circumventing or bypassing, or attempting to circumvent or bypass any access restriction measures on the Platform.
  6. You are prohibited from probing, scanning, or testing the vulnerability of our Platform without our permission.
  7. You are prohibited from using our Platform to copy, store, host, transmit, send, use, publish, or distribute any material that consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.
  8. You are prohibited from engaging in any activity, including deciphering, decompiling, disassembling, reverse engineering, or decrypting any communications, related to the software or Services on our Platform without our express permission.
  9. You shall not conduct any systematic or automated data collection activities, which include without limitation scraping, data mining, data extraction, and data harvesting on or in relation to our Platform without our express written consent.
  10. You shall not use our Platform except by means of our public interfaces.
  11. You shall not use data collected from our Platform for any direct marketing activity, including without limitation email marketing, SMS marketing, telemarketing, and direct mailing.
  12. You must not do anything that interferes with the normal use of our Platform.
  13. You must not systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
  14. You must not engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

**Additional activities that are prohibited**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

1. Trick, defraud, or mislead us and other Users, especially in any attempt to learn sensitive account information such as user passwords;
2. Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any User Content input by other users or enforce limitations on the use of the Services and/or the User Content contained therein;
3. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services;
4. Use any information obtained from the Services in order to harass, abuse, or harm another person.
5. Make improper use of our support services or submit false reports of abuse or misconduct.
6. Use the Services in a manner inconsistent with any applicable laws or regulations.
7. Engage in unauthorized framing of or linking to the Services.
8. Spamming (continuous posting of repetitive text), that interferes with any other User’s uninterrupted use and enjoyment of the Services.
9. Attempt to impersonate another user or person or use the username of another user.
10. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.

### **THIRD-PARTY SITES AND SERVICES:**

* 1. We serve as an intermediary facilitating connections between lenders and borrowers through the Platform to engage in ethical and interest-free lending practices, in furtherance of which we may link users to third-party sites and reciprocal links on our Platform. You hereby acknowledge that when you access third-party websites, you do so at your own risk.
  2. Users understand that external websites are beyond our control, and we are not accountable for the content, functionality, accuracy, legality, appropriateness, or any other aspect of such external websites or resources. The inclusion of any link does not imply endorsement or sponsorship by us or any association with its operators.
  3. We may provide access to services, products, and/or software from external or third-party service providers, seamlessly integrated into our Platform. Users acknowledge and agree that any issues or non-performance of such services, products, and/or software will be addressed on a best-effort basis, subject to the pass-through obligations as agreed with the external/third-party service providers.
  4. Users are advised to exercise caution when navigating external websites and using integrated services and carefully review the terms and conditions and privacy policies of all off-website pages and other websites that they visit.
  5. We reserve the right to modify or remove links to third-party sites and services at any time without notice. Continued use of our Platform constitutes acceptance of any modifications to the links provided.
  6. Users acknowledge that we collaborate with external or third-party service providers to enhance the user experience. Any collaborative efforts aim to improve services but are subject to the terms and conditions agreed upon with the respective service providers.
  7. Users will be notified when they are leaving our Platform and redirected to access a third-party site or service. Additionally, we are not responsible for any content, advertisements, products, or other materials available on external sites or through integrated services.

### **MOBILE APPLICATION LICENSE:**

* 1. **Use License**

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue- generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

* 1. **Apple and Android Devices**

The following Terms apply when you use the App obtained from either the Apple Store or Google Play (each an 'App Distributor') to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App. (2) We are responsible for providing any maintenance and support services with respect to the App as specified in the Terms and Conditions of this mobile application license contained in these Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a UAE government embargo, or that has been designated by the UAE government as a 'terrorist supporting' country and (ii) you are not listed on any UAE government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Terms against you as a third-party beneficiary thereof.

### **TERMINATION:**

* 1. These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.
  2. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
  3. Users have the liberty to terminate their accounts whenever they wish by adhering to the instructions that are clearly outlined on the Platform.
  4. Clauses including Indemnity, Disclaimer, and Limitation of Liability shall survive termination of these Terms.

### **MODIFICATIONS AND INTERRUPTIONS:**

We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We cannot guarantee that the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

### **DISCLAIMER:**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, AND (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### **LIMITATION OF LIABILITY:**

* 1. We bear no responsibility for any secondary, resultant, or incidental harm that may occur due to the utilization or inability to utilize the Platform and/or Services.
  2. In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Platform and/or Services, even if we have been advised of the possibility of such damages.
  3. We shall not be liable for:

1. Unsuccessful transactions, delays, or financial losses due to events beyond our control or third-party services;
2. The Platform not meeting individual requirements, containing defects, or causing damage due to cyber attacks or other breaches beyond our control;
3. Internet transmissions not being entirely private or secure; messages may be read by others; and/or
4. Under various legal theories, we shall not be liable for loss of profits, revenue, goodwill, or any indirect or consequential damages arising from the use of the Platform and/or Services. Users should be aware of potential risks in internet transmissions.

### **INDEMNIFICATION:**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand received or suffered by us, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (1) your contributions; (2) your use of the Platform; (3) breach of these Terms; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Platform with whom you connected via the Platform. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

### **GOVERNING LAWS:**

* 1. These Terms shall be construed in accordance with the applicable laws of the United Arab Emirates.
  2. If any dispute or claim arises from or in connection with (i) these Terms, (ii) any paid subscription plans on the Platform, or (iii) your access to or use of our Services, the relevant parties shall resolve the dispute through amicable negotiations.
  3. In the event that the dispute is not resolved through amicable negotiations, you agree to submit the dispute to arbitration for determination. The arbitral proceedings shall be conducted in accordance with the Rules of Arbitration of the Sharjah International Commercial Arbitration Centre.

### **MISCELLANEOUS:**

We may assign any or all of our rights and obligations to any person or affiliate entity at any time. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms or use of the Services.

For any queries, feel free to reach out to us at [support@qardly.ae](mailto:support@qardly.ae).