

# TERMS AND CONDITIONS

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Welcome to <http://livedune.com> , (hereinafter referred to as the "Website", "We," "Us," or "Our"), owned and operated by DYUNA LTD (hereinafter referred to as "the Company"). The Website is offered to You conditioned on Your acceptance without modification of the Terms, Conditions, and notices contained herein (the "Terms").

## 1. INTRODUCTION

- 1.1 Our Website LiveDune is a Platform (hereinafter referred to as "Platform"). The Users of the Website shall be referred to as "You," "Your," or "Users." Governing the use of and access to the products we offer in connection with a paid or trial subscription ("Products") to you.
- 1.2 In using this Website, You are deemed to have read and agreed to the following Terms and Conditions set forth herein. Any incidental documents and links mentioned shall be accepted jointly with these Terms. You agree to use the Website only in strict interpretation and acceptance of these Terms, and any actions or commitments made without regard to these Terms shall be at Your own risk. These Terms and Conditions form part of the Agreement between the Users and Us. By accessing this Website, and/or undertaking to perform a Product provided by Us indicates Your understanding, agreement to and acceptance of the disclaimer notice and the full Terms and Conditions contained herein.

## 2. SERVICES OFFERED BY THE PLATFORM

- 2.1. You agree that you will only access our Platform for your internal business purposes and subject to these Terms. After any free trial of our Products, you will be required to register for our website and pay a subscription fee for the use of our Products. You must pay such subscription fees on the first day of your subscription term unless otherwise specified on your service order.
- 2.2. The Company, being the developer, owner and possessor exclusive rights to the LiveDune information system, grants, under the terms of this agreement, the right to use the platform for the fee specified in this Agreement.
- 2.3. The User has the right to use the platform in the following ways: launch, functional use, for the following purposes: collecting statistical data on Accounts and displaying them on the Site; monitoring and downloading comments from Accounts registered by the user; planning publications on social networks; other purposes for which the Platform is intended in accordance with its opportunities announced on the Site.
- 2.4. All terms apply equally to the platform of The LiveDune monitoring information system as a whole, and its components in separately, including all updates. By agreeing to the terms and accepting the terms and conditions, the User assures the Company and guarantees to him that: The User provided reliable identifying information when registration as such on the registration page and valid User's data when preparing payment documents.
- 2.5. The User enters into an agreement voluntarily, while has fully read the terms of the Agreement, fully understands the subject matter, fully understands the meaning and consequences of his actions in regarding the conclusion and execution of an agreement under these conditions.

### **3. ELIGIBILITY OF THE USER**

- 3.1. You may use the Service only if You are at least eighteen (18) years of age and can form a binding contract with Us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.
- 3.2. Unauthorized Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the Platform. Any such unauthorized use is strictly forbidden and shall constitute a violation of applicable state and local laws.
- 3.3. Our Website may, in its sole discretion, refuse to offer access to or use of the Platform to any person or entity, and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Website is revoked in such jurisdictions.
- 3.4. You will have access to the Platform by registering an Account record with a unique name and a password to use platform. Application of new functional components of the platform will be available to you after updates. Maintain the correct operation of the Platform.

### **4. USER LIABILITIES**

- 4.1. Pay for access to the platform in accordance with the Tariffs established by the Company on the platform.
- 4.2. Strictly adhere to and not violate the terms of this agreement, and also ensure the confidentiality of information obtained in cooperation with the Company of commercial, technical information and personal data.
- 4.3. Do not provide access to the platform and Account to third parties. Do not use the Account provided by the third parties;
- 4.4. Do not use the platform for purposes prohibited by law or for purposes violating the rights of third parties.
- 4.5. The User confirms that he has received consent for processing and transferring to the platform personal data from interested parties in accordance with current legislation.
- 4.6. You are responsible for maintaining the confidentiality of your login and account, and are fully responsible for any and all activities that occur under or in connection with your login or account. You agree that you will not trade, transfer, or sell access to your login or account to another party unless otherwise agreed to in writing by LiveDune.
- 4.7. You agree to use reasonable efforts to prevent unauthorized use of the Products and notify us immediately if you discover any unauthorized use through your account. You will take all necessary steps to terminate the unauthorized use and agree to cooperate with us in preventing or terminating such unauthorized use of the Products.

### **5. THE COMPANY RIGHTS**

- 5.1. Block access to the platform in the absence of receipt from the User payments under this agreement for the corresponding accounting period.
- 5.2. Unilaterally make changes to tariff plans, as well as change the terms of service by notifying the User on time, at least one calendar month before the upcoming change, if such changes affect the terms of use of the platform by the User in paid period.

- 5.3. Unilaterally limit or terminate the User's access to the platform, if he uses the platform for purposes prohibited by law or purposes that violate the rights of third parties.
- 5.4. Use information (non-personal data) received from the platform for the purposes of its consolidation, analysis, marketing and other research, by any means provided for by the current legislation.

## **6. YOU AGREE AND CONFIRM**

- 6.1. That You will use the Products provided by Our Platform, its affiliates and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Platform.
- 6.2. That You will provide authentic and true information in all instances where such information is requested of You. We reserve the right to confirm and validate the information and other details provided by You at any point in time. If upon confirmation Your details are found not to be true (wholly or partly), We have the right in Our sole discretion to reject the registration and debar You from using the Products of Our Platform and/or other affiliated websites without prior intimation whatsoever.
- 6.3. That You are accessing the Products available on this Website and transacting at Your sole risk and are using Your best and prudent judgment before entering into any dealings through this Platform.
- 6.4. It is possible that the other Users (including unauthorized/unregistered users or "hackers") may use information to harass or injure You. We do not approve of such unauthorized uses, but by using the Platform, You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.
- 6.5. You agree to not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information or description/image/text/graphic of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, or international law.
- 6.6. You agree to not post or transmit any information, software, or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- 6.7. You agree to indemnify and keep indemnified the Company from all claims/losses (including advocates' fees for defending/prosecuting any case) that may arise against the Company due to acts/omission on the part of the User.

## **7. USE OF THIRD-PARTY INTEGRATIONS AND SERVICES**

- 7.1. Our platform may contain links to or allow you to connect and use certain external third-party products, services, or software in conjunction with your use of our platform and Products ("Third Party Services," and each, a "Third Party Service"), including certain social media networks and other integration partners. To take advantage of these features, you may be required to sign up or log into such Third-Party Service on their respective websites or applications. By enabling the platform to access such Third-Party Service, you are permitting LiveDune to pass on your

login information to the Third-Party Service and granting the Third Party Service permission to access or otherwise process your data. You acknowledge that your use of such Third Party Service is governed solely by the terms and conditions and privacy policy of such Third Party Service (including, but not limited to, the Twitter Terms of Service located at [www.twitter.com/tos](https://www.twitter.com/tos) and the YouTube Terms of Service located at <https://www.youtube.com/t/terms>), and that LiveDune does not endorse, is not liable for, and makes no representations as to the Third Party Service, its content, or the manner in which such Third Party Service uses, stores, or processes your data. We are not liable for any damage or loss arising from or in connection with your enablement of such Third-Party Service and your reliance on the policies, privacy practices, and data security processes of such Third-Party Service.

- 7.2. We are not responsible or liable for any changes to or deletion of your data by the Third-Party Service. Certain features of our Products may depend on the availability of these Third-Party Services and the features and functionality they make available to us. We do not control Third Party Service features and functionality, and they may change without any notice to us. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to us or stops providing access to such features and functionality on reasonable terms, as determined by LiveDune in our sole discretion, we may stop providing access to certain features and functionality of our Products. We will not be liable to you for any refunds or any damage or loss arising from or in connection with any such change made by the Third-Party Service or any resulting change to our Products. You irrevocably waive any claim against LiveDune with respect to such Third-Party Services.

## **8. YOUR USE OF THE PRODUCTS**

- 8.1. You agree not to, nor authorize or permit any User or third party to: (a) license, sublicense, sell, rent, lease, or otherwise permit third parties to use the Products; (b) circumvent or disable any security or other technological features or measures of the Products; (c) reverse engineer any element of the Products, or use the Products to compete with the Products, (d) modify, adapt or present the Products to falsely imply any sponsorship or association with LiveDune; (e) use the Products in any manner that interferes with or disrupts the integrity or performance of the Products or the components of the Products; (f) use the Products to post, upload, link to, send or store any Content that is defamatory, libelous, fraudulent, derogatory, abusive, obscene, unlawful, hateful, harassing, violent, threatening, racist, or discriminatory, (g) use the Products to post, upload, link to, send, distribute, or store any Content that contains any viruses, malware, Trojan horses, ransomware, or any other similar harmful software; (h) use the Products to post, upload, link to, send, distribute, or store any Content that is material protected by copyright, trademark, or any other proprietary right without first having obtained all rights, permissions, and consents necessary to make such Content available on or through the Products and to grant LiveDune the limited right to use Content as set forth in these Terms, (i) attempt to use any method to gain unauthorized access to any paid or restricted features of the Sites or to the Products and its related systems or networks, (j) use automated scripts to collect information from or otherwise interact with Third Party Services or the Products; (k) deep-link to the Sites (other than LiveDune's home page) for any purpose, unless expressly authorized in writing by LiveDune; (l) impersonate any other user of the Products; or (m) use the Products in violation of applicable law or any acceptable use policy, terms of use (including, but not limited to, the Twitter Terms of Service located at [www.twitter.com/tos](https://www.twitter.com/tos) and the YouTube Terms of Service located at <https://www.youtube.com/t/terms>) or any similar policy or terms of Third-Party Services.
- 8.2. You agree not to use, and not to knowingly display, distribute, or otherwise make content or information derived from the Products available to any entity for the purpose of: (i) conducting or providing surveillance or gathering intelligence, including but not limited to, investigating or tracking individual social media users or their content, or to obtain information on social media users or their content, in a manner that would require a subpoena, court order, or other valid legal process; (ii) tracking, alerting, or other monitoring of sensitive events (including but not

limited to protests, rallies, or community organizing meetings); (iii) conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual on social media for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the individual users' reasonable expectations of privacy; (iv) violating the Universal Declaration of Human Rights, Federal Decree-Law No. 3/2003 On Organizing the Telecommunications Sector of United Arab Emirates and Federal Law No. 12/2021 On the National Human Rights Authority in United Arab Emirates; or (v) targeting, segmenting, or profiling individuals based on sensitive personal information, including health (e.g. pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.

- 8.3. You represent and warrant that you will not use our Products to transmit, upload, collect, manage, or otherwise process any Sensitive Information. We will not be liable for any damage that may result from your use of our products in transmitting, collecting, managing or processing any sensitive information.
- 8.4. "Sensitive Information" means any passwords, credit card or debit card information, personal financial account information, personal health information, social security numbers, passport numbers, driver's license numbers, employment records, physical or mental health condition or information, any information that would classify as "Special Categories of Information" under EU data protection laws, or any other information that would be subject to Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standards (PCI DSS), Federal Decree-Law No. 50/2022 On the Promulgation of the Commercial Transactions Law of United Arab Emirates, ADGM Electronic Transactions Framework, DIFC Law No. 2/2017 DIFC Electronic Transactions Law, or other laws, regulations, or industry standards designed to protect similar information. Although we do not monitor content published through our Products and are not responsible for any content published through our Products, we reserve the right to delete, edit, or move messages or materials that we deem necessary to be removed, including, but not limited to, public postings, advertisements, and messages. Inbox Export Feature
- 8.5. The Inbox Export feature available on our LiveDune Product may contain confidential information, including personal information. By initiating an Inbox Export, you acknowledge and agree that we are not responsible for, and shall have no liability related to, the security of the information contained in the Inbox Export or compliance with any applicable law of any federal, state, local, or foreign government or political subdivision thereof, including applicable privacy law, as a result of fulfilling your request to send the Inbox Export. Twitter Custom Profile. By associating a custom profile image and/or name with a specific Twitter profile, you acknowledge and agree that (i) if an individual is depicted, you have consent from such individual to display their name and/or likeness in the custom profile, (ii) you will indicate in the field provided for the individual's name (e.g., through use of the term "bot"), or in the initial message sent to each Twitter user that the individual is not participating in the conversation; and (iii) you will comply with all Twitter Terms of Service and other applicable acceptable use policy, terms of use, or any similar policy or terms.

## **9. PAYMENT TERMS**

- 9.1. You will either pay for your Plan in our platform, or upon receipt of an invoice issued by the Company. Monthly Plans. For monthly Plans, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent month ("Monthly Pay Date"). We will continue to charge you for your Plan, including any Add-Ons, on a monthly basis unless you decide to cancel at any time by accessing the "Billing" page within the Platform. If you cancel in the month preceding your Monthly Pay Date, you will not be issued any refunds

or credits of prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Products until the following Monthly Pay Date.

- 9.2. Annual Plans. For annual Plans, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent year ("Annual Pay Date"). We will continue to charge you for your Plan, including any Add-Ons, on an annual basis unless you decide to cancel prior to the Annual Pay Date by accessing the "Billing" page within the Platform. If you cancel during the subscription term, you will not be issued any refunds or credits of any prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Products until the following Annual Pay Date.
- 9.3. Payment By Invoice. If we invoice you for your Plan, your subscription term will be detailed on the service order and your payment will be due upon receipt of the applicable invoice. Unless otherwise specified on your service order, if we do not receive payment within thirty (30) days of us issuing you the invoice, your account may be suspended and you will lose access to the Products.
- 9.4. Unless otherwise specified on your service order, your Plan will automatically renew at the end of the subscription term. If you would like to cancel your Plan, you can provide such notice via email to support@livedune.com. Changes To Your Plan. If you choose to upgrade your Plan or add any Add-Ons to your Plan during your subscription term, you will be charged for the then-current price for the upgrade or Add-Ons prorated based on the number of days remaining in your subscription term. Unless otherwise specified on your service order, any upgrade or Add-Ons that you add will be coterminous with the existing Plan and automatically renew at the end of the subscription term along with your Plan.
- 9.5. If you choose to downgrade your Plan or remove any Add-Ons from your Plan, you will not be issued any refunds or credits for the unused and prepaid fees in connection with the downgrade or removal. Downgrading your Plan may cause the loss of content, features, or capacity of your account and we do not accept any liability for any such loss.
- 9.6. Credit Card and Paypal Authorization. By submitting your credit card or Paypal information to LiveDune, you authorize LiveDune to store this information with its third party service providers and to charge the credit card or Paypal account you have provided to us until your account is terminated. In addition, you authorize us to use a third-party payment processor in processing payments. If your credit card expires, or is declined or your Paypal information requires an update, we will provide you notice via email. If, for any reason, your payment cannot be completed through credit card or Paypal, we may suspend your account until we receive payment. Taxes. All payments you make are exclusive of federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including, without limitation, sales taxes, use taxes, and value-added taxes). You agree to be responsible for the payment of all such charges, excluding taxes based upon our net income. All amounts payable by you hereunder shall be grossed up for any withholding taxes imposed by any foreign government on your payment of amounts to LiveDune.

## **10. WARRANTIES, REPRESENTATION AND UNDERTAKINGS OF USER**

- 10.1. The User warrants and represents that all obligations narrated under this Agreement are legal, valid, binding and enforceable in law against the User.
- 10.2. The User agrees that there are no proceedings pending against the User, which may have a material adverse effect on its ability to perform and meet the obligations under this Agreement.
- 10.3. The User agrees that it has adequate rights under relevant laws including but not limited to various intellectual property legislation(s) to enter into this Agreement with the Company and perform the

obligations contained herein and that it has not violated/infringed any intellectual property rights of any third party.

- 10.4. The User agrees that appropriate disclaimers and Terms of use on the Company's Website shall be placed by the Company.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. The User expressly authorizes the Company to use its trademarks/copyrights/designs/logos and other intellectual property owned and/or licensed by it for the purpose of reproduction on the Platform and at such other places as the Company may deem necessary. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademarks/logos in the publicity, advertising, promotional or other material in relation to the Products shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and/or logos.
- 11.2. Platform information monitoring system LiveDune is intellectual property, the legal protection of which is established. The User acknowledges and agrees that the platform and everything associated with it, contains confidential information, which protected legislation on intellectual property according with international and local laws.
- 11.3. Proprietary Rights. Subject to the limited rights expressly granted in this Agreement, the Company reserves all rights, title and interest in and to the Products, including all related intellectual property rights. No rights are granted to the User in this Agreement other than as expressly outlined in this Agreement.

## **12. YOUR RIGHTS AND OUR RIGHTS TO IP**

- 12.1. You own all of the Content you provide to us. You grant us a nonexclusive, revocable, worldwide, perpetual, fully paid-up and royalty-free right to us to use, copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze this information for the sole purpose of providing the Applications and Products to you and your Users. You represent and warrant that you are entitled to and authorized to submit the Content and that such Content you submit is accurate and not in violation of any contractual restrictions or third-party rights.
- 12.2. We own and retain all rights, title, and interest in and to the Products along with all patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights ("Intellectual Property Rights") related to the Products. Your use of the Products under these Terms does not give you additional rights in the Products or ownership of any Intellectual Property Rights associated with the Products. Subject to your compliance with and limitations set forth in these Terms and upon your subscription to the Products, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Products and Applications. Ownership of Your Feedback and Suggestions. Although you are not required to provide feedback or suggestions, you assign to us all of your worldwide right, title and interest in and to any and all feedback, suggestions, requests, recommendations, or other comments that you provide to us regarding our Products, including all Intellectual Property Rights therein. You shall, upon the request of LiveDune, its successors or assigns, execute any and all documents that may be deemed necessary to effectuate this assignment. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any feedback, suggestions, or other comments, even if it is altered or changed in a manner not agreeable to you. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section. Our receipt of your feedback, suggestions, and other comments is not an admission

of their novelty, priority, or originality, and it does not impair our right to any existing or future Intellectual Property Rights.

- 12.3. Our Ownership of Statistical Data. You acknowledge and agree that we have a right to own and complete statistical analyses on your data and information resulting from your or your Users' use of the Products (other than any personally identifiable data). When we extract, compile, synthesize, or analyze this data, we will only use it in anonymized, deidentified, or aggregated form without specifying the source of the data. We collect such data for any lawful purpose and without a duty of accounting to you.

### **13. DATA**

- 13.1. "Data" means any and all identifiable information about Users and their affiliates generated or collected by the Company or the User, including but not limited to the User's name, email addresses, Services availed, phone numbers, and the User's preferences and tendencies. The User agrees that it will only use the Data in complying with its obligations in this Agreement.
- 13.2. The User represents, warrants, and covenants that it will not resell or otherwise disclose any Data to any third party, in whole or in part, for any purpose whatsoever.
- 13.3. The User acknowledges that the Services may contain information which is designated as confidential by the Company and that You shall not disclose such information without the Company's prior written consent.
- 13.4. We may obtain business addresses, phone numbers, and other contact information from third-party vendors who obtain their Data from public sources. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any products, services, advertisements and other Content appearing in or linked to the Products.
- 13.5. We access your data to enable us to respond to your service requests and as necessary to provide you with the Application and Products. We share your data with third parties if required by law, permitted by you, or pursuant to our LiveDune Privacy Policy ("Privacy Policy"), which is available and incorporated into these Terms. You agree to all actions that are taken with respect to your data that are consistent with our Privacy Policy.
- 13.6. Before sharing your data, we will take steps designed to ensure that any third-party service provider maintains commercially reasonable data practices for maintaining the confidentiality and security of your data and for preventing unauthorized access to such data. We do not share your data with third parties for their own marketing purposes. You hereby represent and warrant that your Content has not been collected, stored, and transferred to us in violation of any law, regulation, or contractual obligation applicable to you. You shall have sole responsibility for the accuracy, quality, and legality of the Content and the means by which you acquired the Content. With respect to your Users and any individuals that interact or engage with Customer's social media pages or profiles (including fans, followers, and other social media audience members), you shall be responsible for establishing the lawfulness of processing under Article 6 of the General Data Protection Regulation 2016/679 and complying with all applicable laws related to privacy and data protection in respect of your use of the Products, your processing of personal data, and any processing instructions you issue to us. If your use of our Products includes processing "personal data" that is subject to the General Data Protection Regulation (EU) 2016/679 or "personal information" that is subject to the California Consumer Privacy Act, you must enter into a Data Processing Addendum ("DPA") with LiveDune. Our Privacy Policy as well as any DPA that you enter into with LiveDune forms part of these Terms and applies to the processing of personal data. You may review our Privacy Policy to understand how we collect and use your data. LiveDune holds a Privacy Shield certification under both the EU-U.S. and Swiss-



U.S. Privacy Shield frameworks established by the U.S. Department of Commerce regarding the transfer of personal data from the European Economic Area and/or Switzerland, as applicable, to the U.S. As well as Federal Decree-Law No. 45/2021 On the Protection of Personal Data of the United Arab Emirates, Data Protection Regulations 2021 in ADGM in Abu Dhabi and DIFC Law No. 4/2019 DIFC Intellectual Property Law of Dubai.

#### **14. INDEMNITY**

- 14.1. The User indemnifies and shall hold indemnified the Company, its partners, officers, employees, representatives, and agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim, including but not limited to claims for any infringement of any intellectual property rights or any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the User's products, the breach of any of the User's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or Terms of use of Company's Website or any obligations arising out of the User infringing any applicable laws, regulations including but not limited to intellectual property rights, or taxes, etc. This clause shall survive the termination or expiration of this Agreement.

#### **15. EXPRESS RELEASE**

- 15.1. You expressly hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to Your use of the Company's Website. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and You accept and assume the risk of such possible differences in fact. In addition, You expressly waive and relinquish any and all rights and benefits which You may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

#### **16. LIMITATION OF LIABILITY**

- 16.1. It is expressly agreed by the User that the Company shall under no circumstances be liable or responsible for any loss, injury or damage to the User or any other Party whomsoever, arising on account of any transaction under this Agreement.
- 16.2. The User agrees and acknowledges that it shall be solely liable for any claims, damages, or allegations arising out of the Services through the Platform and shall hold the Company harmless and indemnified against all such claims and damages. Further, the Company shall not be liable for any claims or damages arising out of any negligence, misconduct, or misrepresentation by the User or any of its representatives.
- 16.3. The Company under no circumstances shall be liable to the User for loss and/or anticipated loss of profits, or for any direct or indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if the User has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss of business, unless such loss or damages is proven by the User to have been deliberately caused by the Company.

## **17. TERMINATION**

- 17.1. You may terminate your account at any time without cause, but you will not be entitled to any refunds of any prepaid and unused fees, and any unpaid fees under your Plan for the applicable subscription term will become immediately due and payable. You may terminate your account and receive a prorated refund of any prepaid and unused fees, if we fail to cure a material breach of these Terms within thirty (30) days of our receipt of written notice from you describing the breach.
- 17.2. The company may restrict functionality of the Products or temporarily suspend your account if we reasonably believe that you have violated these Terms. Unless we believe the need to restrict or suspend access is time-sensitive and requires immediate action without notice, or we are prohibited from providing notice under law or legal order, we will use commercially reasonable efforts to notify you by email prior to such suspension. We will not be liable to you or any third parties for any of the foregoing actions. We may terminate your account and use of the Products for any of the following reasons: (i) you fail to comply with these Terms, (ii) you do not pay your fees in accordance with the payment terms under your Plan, (iii) at the expiration of the subscription period of your Plan if we provide prior written notice to you, (iv) you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (v) if we reasonably determine you are acting or have acted in a way that could present substantial reputational harm to LiveDune or our current or prospective partners or customers. In no event will any termination by us for the foregoing reasons entitle you to any refunds of any prepaid and unused fees or relieve you of your obligation to pay any fees payable to us prior to the date of termination, and any unpaid fees under your Plan will become immediately due and payable. Any suspected fraudulent, abusive, hateful, discriminatory or illegal activity may be grounds for immediate termination of your use of the Product and may be referred to law enforcement authorities.
- 17.3. Post Termination. If your account is terminated, you must cease using the Products and LiveDune reserves the right to delete your account settings and Content within thirty (30) days of such cancellation or termination with no liability or notice to you. Once your account settings and Content are deleted, you will not be able to recover such account settings and Content, except any Content that remains on Third Party Services pursuant to the terms and conditions of such Third-Party Services.

## **18. EFFECTS OF TERMINATION**

- 18.1. In the event of termination/expiry of this Agreement, the Company shall remove and shall discontinue the Services provided to the User on its Platform with immediate effect.
- 18.2. The Company shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the User by virtue of termination of this Agreement.
- 18.3. During the period under notice, both the Parties shall be bound to perform their obligations incurred under this Agreement, and this sub-clause shall survive the termination of this Agreement.

## **19. GOVERNING LAW AND DISPUTE RESOLUTION:**

- 19.1. This Agreement shall be construed and enforced in accordance with the laws of ADGM Court (Abu Dhabi Global Market) or DIFC Court (Dubai International Financial Center) without regard to the Company or the Website of its conflict of law provisions or the User's state or country of residence.
- 19.2. The User submits to the exclusive jurisdiction of the courts of ADGM Court or DIFC court for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

- 19.3. The User agrees that in case it is unable to resolve its disputes with other Users, then the Company has the right to remove the User from the Website and terminate this Agreement.

## **20. DISCLAIMER**

- 20.1. To the fullest extent permitted by law, the Company and its affiliates, and each of its respective officers, directors, members, employees, and agents disclaim all warranties, express or implied, in connection with this Agreement, the Website and any use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Company makes no warranties or representations about the accuracy or completeness of the Website's Content or the Content of any other Websites linked to the Website, and assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of Content and materials, (b) personal injury or property damage, of any nature whatsoever, resulting from the User's access to and use of the Website, (c) any unauthorized access to or use of the Company's servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the Website, (e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or (f) any errors or omissions in any Content and materials or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available via the Website. The Company does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the internet or mobile devices.

## **21. NOTICES**

- 21.1. Except as explicitly stated otherwise, any notices given to the Company shall be given by email to [margarita@livedune.com](mailto:margarita@livedune.com). Any notices given to the User shall be to the email address provided by the User to the Company at the time of listing (or as such information may be updated via the Website by the User from time to time) or at the mailing address provided by the User to the Company.
- 21.2. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by email, personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee, but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any Party may change its address for such communications by giving notice to the other Party in conformity with this section.

## **22. AMENDMENT**

- 22.1. The Company may at any time at its sole discretion modify this Agreement from time to time, and any such changes will (i) be reflected on the Website, (ii) be effective thirty (30) calendar days after being so posted on the Website, (iii) not apply retroactively, and (iv) not apply to any disputes arising prior to the effective date of such change. The Company shall also post the amended Agreement to the address of the User. The User agrees to be bound to any such changes and understands the importance of regularly reviewing this Agreement as updated on the Website to keep the User's listing and contact information current.
- 22.2. Notwithstanding anything to the contrary herein, the Company reserves the right to, at any time and from time to time, change, alter, modify, or discontinue the Website (or any part thereof) with or without notice. The User agrees that the Company shall have no liability to the User or to any

third party for any change, alteration, modification, suspension, discontinuance, or amendment of the Company's Website.

**23. FORCE MAJEURE**

- 23.1. Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this contract to the extent the delays or failures resulting from causes beyond the reasonable control of the Party, including, but not limited to: failures or default of third-party software, Users, or products; acts of God or of a public enemy; foreign governmental actions; strikes; communications, network connection, or utility interruption or failure; fire; flood; epidemic; or freight embargoes.

**24. CONTACT US:**

- 24.1. For any further clarification of Our Terms and Conditions, please write to Us at [margarita@livedune.com](mailto:margarita@livedune.com) or phone number: +971588368105.