



TERMS OF SERVICE

1. Introduction

These Terms of Service (the "Terms") are intended to make you aware of your rights and responsibilities with respect to your access to and use of the Open Bonnet Mobile Application (the "App") and any related website or software applications (collectively known as "OB Platform") including but not limited to delivery of services, products and information via OB Platform whether existing now or in the future that links to the Terms (collectively, the "Services").

These Terms are effective for all existing and future OB Platform users. Please read these Terms carefully. By downloading, accessing or using the OB Platform, you are agreeing to these Terms and entering into a legally binding agreement with OB Tech-FZCO and/or its affiliates (hereinafter collectively referred to as "OB"). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the OB Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

These Terms comprise the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding these Terms of Service.

2. Definitions

a. User

"User" means a person who accesses or uses the Service/Application/OB Platform.

b. Content

"User Content" means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Service or Application in connection with the Services.

"OB Content" means content that OB creates and make available in connection with the Services associated with your account and all other elements and components of the Services excluding Your Content and Third Party Content.

"Third Party Content" means content that comes from parties other than OB or its users and is available on OB Platform.

3. Membership Terms

- a. User hereby represents and warrants that he/she is at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
- b. No individual may register as a member of the OB Platform more than once.
- c. For registration as a member of the OB Platform, its mandatory to provide certain personal information like name, age, contact details subsequent to which User's login credentials shall be created.
- d. Compliance with all laws and regulations in the country in which User live when User access and use the Services is mandatory. User agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party (ies).

4. User undertakes, represents and warrants that

- a. User will inform OB of any postings, items or transactions which appear to be in violation of these Terms of Service.
- b. User shall comply with all applicable domestic and international laws and regulations regarding and relating to User's use of OB Platform.
- c. Information User provides on OB Platform in respect of services User wish to procure shall be as accurate as reasonably possible.
- d. User will not disclose his/her contact details including but not limited to phone numbers, addresses, or email addresses to workshops or vendors on OB, or anywhere on the Site including the Feedback area, discussion forum or through any feature of OB Platform intended to bypass role of OB, unless required as per the OB Platform processes or workflow.



5. Termination of User's access to the Services

- a. User can deactivate his/her Open Bonnet account at any time by contacting us via "Contact Us" link in the App or OB website.
- b. We may terminate User's use of the Services and deny user access to the Services in our sole discretion for any reason or no reason, including but not limited to violation of these Terms or if OB believes (in its sole discretion) that User's actions may cause legal liability for himself, other users or to OB.
- c. User agree that any termination of User's access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete User's account and all related information.
- d. If User use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from User's use of the Services.
- e. Further, User agree that we shall not be liable to User or any third party for the discontinuation or termination of User's access to the Services.

Notwithstanding the foregoing, if User breaches these Terms, OB reserves the right to recover any amounts due and owing by User to OB or any losses and damages caused by User to OB and to take such steps including legal action and/or the initiation of criminal proceedings against User as OB in its sole discretion deems necessary. Our failure to act with respect to a breach by User or others does not constitute a waiver of OB's right to take any actions with respect to that, or subsequent or similar breaches.

6. Personal Information and Communication

User represents that User has read understood and agreed to our Privacy Policy. Please note that we may disclose information about User to third parties or government authorities if we believe that such a disclosure is necessary.

7. Electronic Communications

User agree that we may communicate with User by email, App notifications, Mobile SMS or any other form of electronic communication. User agree that all communications/ documents that we provide to User electronically satisfy any legal requirement that such communications be in writing. User agrees that OB can contact User using above mentioned means to let User know about User's job/purchase related updates, any new changes on OB Platform, features, promotions or other such activities which are currently or may be in future a part of the OB Platform. If, at any time, User decides that he/she does not wish to receive promotional communications, User can opt out of by following the instruction given in that particular communication.

8. User's Information

User grant OB perpetual and sub-licensable right to use any information or material, personal or otherwise, that User provide to us or to other members of the OB Platform or through any e-mail or by way of any feature of the OB Platform for the purposes of operating and promoting the OB Platform in accordance with these Terms and the Privacy Policy. User are solely responsible for the Information provided, and we merely act as a passive channel for the online distribution and publication of the Information.

9. User Warranties/ Representations

- a. By using the Application or Service, User expressly represents and warrants that User is legally entitled to enter this Agreement. User must abide by age limits defined under these Terms and User must not use the Application or Service. User's participation in using the Service and/or Application is for User's personal use and the use of others that have explicitly authorized User. User may not authorize others to use User's status, and User may not assign or otherwise transfer User's account to any other person or entity.
- b. User must keep his/her account credentials confidential and is solely responsible for maintaining the confidentiality and security of his/her account, all changes, updates submitted and all activities that occur in connection with the account.
- c. In creating an account, User represents to us that all information provided to us in such process is true, accurate and correct, and that User will update User's information as and when necessary in order to keep it accurate. User agrees to provide OB with valid proof of identity which OB may reasonably request.
- d. User acknowledges that some of the Services on OB Platform accept only Credit Cards(MasterCard/Visa) issued in the UAE and agrees that payment through this mode is mandatory for the completion of User's chosen Service and related procedures.

- e. User agrees to notify us immediately of any unauthorized use of the account in order to enable us to take necessary corrective action. User also agrees that he/she will not allow any third party to use his/her OB account for any purpose and that User will be liable for such unauthorized access.
- f. User agrees to use the data owned by OB (as available on the OB Platform or through any other means like API etc.) only for personal use/purposes and not for any commercial use unless agreed to by/with OB in writing.
- g. User agrees that User will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). User shall not: (i) delete or revise any Content or information posted by any other User(s); (ii) engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited; (iii) send or post infringing, obscene, threatening or other objectionable Content violative of third party privacy rights; (iv) send or post any Content containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (v) attempt to gain unauthorized access to the OB Platform or its related systems or networks.
- h. OB grants User a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. User shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. User may use information made available through the OB Platform solely for his/her personal, non-commercial use.
- i. User agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of the OB Platform's Content in whole or in part except as expressly authorized by OB. Except as otherwise expressly granted to User in writing, we do not grant User any other express or implied right or license to the Services, OB Content or OB's IP Rights. Any violation by User of the license provisions contained in this Section may result in the immediate termination of User's right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.
- j. User acknowledge and agree that User are solely responsible for all User Content that User make available through the Service or Application. Accordingly, User represent and warrant that: (i) User either are the sole and exclusive owner of all User Content that User make available through the Service or Application or User have all rights, licenses, consents and releases that are necessary to grant to Company and to the rights in such User Content, as contemplated under these Terms; (ii) neither the User Content nor User's posting, uploading, publication, submission or transmittal of the User Content or Company's use of the User Content (or any portion thereof) on, through or by means of the Service or Application will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (iii) Car(s), address(s), display picture or any other profile information posted by User belongs solely to the User or User have the full right to use them.
- k. We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Service or Application, User hereby grant to Company a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty- free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service or Application. Company does not claim any ownership rights in any User Content and nothing in this. Terms will be deemed to restrict any rights that User may have to use and exploit any User Content.
- l. If User shares or sends any ideas, suggestions, changes or documents regarding OB Platform's existing business ("Feedback"), User agree that (i) User's Feedback does not contain the confidential, secretive or proprietary information of OB or its affiliates, (ii) OB is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis (iii) OB may have already received similar Feedback from some other user or it may be under consideration or in development, and (iv) By providing the Feedback, User grant us a non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback, and User irrevocably waive, against OB and its users any claims/assertions, whatsoever of any nature, with regard to such Feedback.
- m. If User's Content is a Feedback, User represents and warranties that he/she is the sole author of that Feedback; the Feedback reflects an actual experience with Service Provider that the User had and he/she was not paid or otherwise remunerated in connection with User's authoring or posting of the Feedback; & User had no financial, competitive, or other personal incentive to author or post a Feedback that was not a fair expression of User's honest opinion. User Feedback will be displayed along with user-ID on the OB Platform & cannot be retracted once submitted. OB will not be responsible or liable in any way for the User Feedbacks.



- n. Notwithstanding the abovementioned clause, OB or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("Submissions") in any form to OB or any of its employees. The purpose of this policy is to avoid potential misunderstandings or disputes when OB's products or marketing strategies might seem similar to ideas submitted to OB. If, despite our request to not send us User's ideas, User still submits them, then regardless of what User's letter says, the following terms shall apply to User's Submissions.
 - i. User's Submissions and their Contents will automatically become the property of OB, without any compensation to User;
 - ii. OB may use or redistribute the Submissions and their contents for any purpose and in any way;
 - iii. There is no obligation for OB to review the Submission; and
 - iv. There is no obligation to keep any Submissions confidential.
- o. User shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Application in any way; (ii) modify or make derivative works based upon the Service or the Application; (iii) create Internet "links" to the Service or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or OB Platform.
- p. OB will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. OB may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. User acknowledge that OB has no obligation to monitor User's access to or use of the OB Platform, Services or Content or to review or edit any Content, but has the right to do so for the purpose of operating the OB Platform, to ensure User's compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. OB reserves the right, at any time and without prior notice, to remove or disable access to any Content that OB, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Services or OB Platform.
- q. User accepts that all Services listed on OB Platform are to be used solely through the App and User shall not under any circumstance deal with the Service Providers sourced through OB in any direct fashion, without going through the OB Platform.

10. Payment Terms

- a. OB Platform accepts only online payments using Visa and MasterCard credit/debit card issued in UAE. Currently all payments are accepted in AED currency only.
- b. OB Platform's payment acceptance is integrated with CC Avenue which is Mashreq Bank, UAE Company & is fully PCI DSS complaint. Due to this, any personal card related data is hosted with CC Avenue.
- c. OB is not responsible for any failure of payment due to any error in the CC Avenue payment gateway.
- d. OB will NOT directly deal or provide any services or products to any of OFAC sanctioned countries in accordance with UAE law.
- e. The total payment amount will be displayed on the App when User places order or upon the completion of the Job. The final payment shall need to be done only through OB Platform before car delivery or pickup from the workshop. Under no circumstances cash payments directly to Service Provider will be considered as a valid payment towards job closure. Partial payments can be done on OB Platform through use of any OB Credits available in User account. The cardholder must retain a copy of transaction records and product/job's Terms and Conditions, if any.
- f. By providing the Card payment facilities, OB is merely facilitating the making of online payment by buyers possible, however, OB is not directly involved in the process of buying and selling of any Service or Products on the OB Platform. All sales and purchases on the OB Platform continue to be bipartite transactions between the buyer and the seller of a product/services



and the final job/purchase invoice shall be issued by the service provider/ seller. OB Platform is not responsible for any defects, non-performance, breach or any other claim relating to or arising out of any transaction made between any buyers and sellers, nor does OB Platform have any legal responsibility to the User(s).

- g. Any amount that the Company may charge User for the Services availed through OB Platform are due immediately and are non-refundable other than in circumstances in which OB considers that a refund is justified and User have notified OB within 72 hours of the payment date or the Service date, whichever falls later. In such instances User can notify us for through "Contact Us" link in the App or OB website.

11. Refund & Cancellation Policy

Any refund will be done within 15 days of the complaint resolution and the refund amount shall be processed only through the original mode of payment. Refund amount shall reflect in User account based on banks policies.

12. Features

- a. Categories & Sub-Categories as defined in the OB Platform are based on the best judgment and discretion of OB and do not reflect any standard market definition of Jobs/Products.
- b. OB Platform provides market place search results basis customer's preferred job/product requirements and search criteria. It is User's responsibility to review all information provided about a Service Provider including its location before making a final decision to proceed.
- c. The User can make a request for pickup-drop at a workshop while creating a job, via OB Platform and if the workshop agrees and accepts to the User's scheduled time and location then such booking will be confirmed to a User by email, App notification or by any other means of communication. Once a pick-up schedule is accepted by both parties, it cannot be modified any further on the OB Platform.
- d. A new job created by User on the App can be cancelled by the User till the time the job is not accepted by the workshop (Job in Queue Status). However, if the User still wants to cancel once the status has changes to Job In Queue, workshop is entitled to charges the User an Inspection or/and pickup-drop charges before delivering/handing over the car to the User. OB will use its best endeavors to keep the user informed of the status of the booking. This clause is not applicable to E-Shop section.
- e. The final price charged to User by the Service Provider may change by the time of Job Completion due to any additional services or consumables. Whenever, Service Provider creates/revises the Estimate, User shall notified to review and approve the estimate. In case User want any changes to the submitted estimate, he has the option to resend the estimate for revision. In case even after multiple such revisions, User doesn't agree on the Estimate, he/she has the option to reject the estimate. This will effectively cancel the job and user shall be needed to pay any inspection/pickup-drop charges that may be applied by the Service Provider. This clause is not applicable to E-Shop section.
- f. OB Messaging Tool is an informal medium of communication between the Service Provider and User meant to bring in transparency. Under no circumstances the messages or pictures shared through this medium will be legally binding on any party related to the OB Platform. OB may store your messages in order to review them and investigate possible violations, if any of our Terms and wrong doing in connection with the Services/Terms.
- g. OB Credits program is solely run by OB. OB in its sole discretion can change the earn or burn rate of the credit that a User can earn or has already earn in his OB Credit's Pool. OB Credits have a validity period of 36 months from the date of accrual. After which any un-utilized point may be wiped-off from User's Credit Pool.
- h. OB Credits shall be given on successfully completed jobs/purchases.
- i. Packages are a bundling of the services by the Service Providers and it is solely the User's responsibility to review and verify the Terms and Conditions of the package before buying including the expiry date and number of uses/redemptions (if any).
- j. Car Tools and Calculators are meant to assist Users and their accuracy and reliability are not guaranteed in any way by OB. OB disclaims any liability arising out of the inaccuracy or failure of tools and calculators on OB Platform.



- k. The Parking Assistant tool is car parking scheduler which uses User's mobile SMS functionality. Normal SMS rates may as per User's telecom provider's tariff.
- l. Catalogue listings are similar to classified listings of services that are expected to be handy for any car owner. OB takes no responsibility of verifying the catalogue listings and User acknowledges that upon showing interest on any catalogue listing, User's contact details (name email, contact number) may be shared with the respective Service Provider.
- m. The articles/blogs/news posted under Open-Up section are the sole opinion of the author. OB disclaims all the liabilities arising out of any disputes or disagreements with the posted content.
- n. OB Price Point Rating is an expected average cost of standardized jobs when performed across various Service Providers. This is derived basis an internal logic and is merely for indicative purposes. OB does not take any guarantee of its accuracy or reliability – both of which are recommended to be verified by the User before basing any decision on the rating provided on OB Platform.
- o. User acknowledges that he/she will verify whether the accessories purchased on OB Platform is coming with installation support or needs to be fixed at User's end. User should also make sure that the location of the installation center is as per User's convenience.
- p. User agrees to provide a valid ID for the redemption of the packages or the installation of the accessories, when requested by the Service Provider.

13. Copyright & Trademarks

Company respects copyright law and expects its users to do the same. It is Company's policy to terminate in appropriate circumstances Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

14. Ownership of OB Content and Proprietary Rights

- a. OB is the sole and exclusive copyright owner of the Services and OB Content. OB also exclusively owns the trademarks, logos, trade names and other intellectual and proprietary rights (the "IP Rights") associated with the Services, OB Content and Third Party Content which may be protected by applicable intellectual property and proprietary rights and laws.
- b. User acknowledges that the Services, OB Content and Third Party Content may contain original works and have been developed, revised and arranged by OB through the expenditure of time, effort, money and constitutes valuable intellectual property of OB. User further acknowledges that the Services may contain information which is designated as confidential by OB or its affiliates and that User shall not use, modify or disclose such information without OB's prior written consent. Unless User has agreed otherwise in writing with OB, nothing in the Terms gives User a right to use any of OB's IP rights.
- c. User agrees to protect OB & its affiliate's proprietary rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our affiliates to protect their and others' contractual, statutory, and common law rights in the Services. User acknowledges and agrees that OB owns all legal rights, titles and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- d. Any infringement shall lead to appropriate legal proceedings against User at appropriate forum for seeking all available/possible remedies under applicable laws of UAE or country of violation as deemed fit.
- e. To the fullest extent permitted by applicable law, OB neither warrants nor represents that use of information displayed on the Services by User will not infringe rights of third parties not owned by or affiliated with OB. User agrees to immediately notify OB upon becoming aware of any claim that the Services infringe upon any copyright trademark, or other contractual, intellectual, statutory, or common law rights.

15. Indemnification

- a. User agrees to indemnify & hold harmless OB and its officers/ representatives from any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered by User or User's car arising as a result of, or in connection with: (i) the Content, (ii) use or access of the Services, (iv) User's violation of any rights of another party; or (v) User's breach of these Terms or infringement of the copyright or intellectual property rights of any third party. This indemnity to OB shall apply whether or not OB has been advised of the possibility of such losses or damages.
- b. In the case of disputes arising due to poor quality of service, or in the case of damage being done to a users' whilst its job or product is in the possession of a the selected Service Provider, it is the sole responsibility of the selected workshop to make good the damage and or repair.
- c. OB retains the exclusive right to settle at User's expense and without User's prior consent, any claims or causes of action which are brought against OB and User agrees to cooperate with our defense of these claims. User agrees not to settle any matter in which OB is named as a defendant and/or for which User has indemnity obligations without OB's prior written consent. OB will use reasonable efforts to notify User of any such claim, action or proceeding upon becoming aware of it.
- d. User Feedbacks or ratings for Workshops do not reflect the opinion of OB. OB receives multiple Feedbacks or ratings for Workshops by Users, which reflect the opinions of the Users. It is pertinent to state that each and every Feedback posted on OB is the personal opinion of the User only. OB is a neutral platform, which solely provides a means of communication between Users and workshop owners/representatives with access to workshop business partner panel. However, User acknowledges and agrees that User may not include links in any content that User posts on the OB Platform. Any Feedback, which is derogatory, defamatory or hateful or in violation of the Guidelines and Polices and without any substantial evidence may be taken down at OB's sole discretion.
- e. OB is constantly evolving in order to provide the best possible experience and information to its users. User acknowledges and agrees that the form and nature of the Services which OB provides, may require effecting certain changes in it, therefore, OB reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.
- f. For availing the latest updates in OB Platform, User may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to User by OB under the Terms shall be considered part of the Services. OB disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated and we shall not be liable for any delay or inaccuracies related to such updates. OB reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice.
- g. The information and pictures describing products, services and their prices on the App are listed by the Service Providers directly and OB does not take any guarantee of the accuracy or quality of such services, products and neither does OB have any control or say in the listed prices. OB disclaims any liability arising out of the inaccuracy of all such Content.
- h. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by Service Providers and licensed to be used on OB Platform.
- i. OB may from time to time run promotions/offers on OB platform for its Users. These promotions/offer maybe governed by their respective Terms and Conditions which will be informed at the time of promotion/offer launch and Users are fully bound by them.
- j. We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources. We do not screen or investigate third party material before or after including it on our Services.
- k. Further, OB reserves the right to terminate/suspend the User's accrued loyalty points or the fresh accrual of points in User's loyalty account if OB determines in its sole discretion that the User has violated the Terms and Conditions of the promotion/ offer and/or OB Platform Terms. Furthermore, OB reserves the right to modify, cancel and discontinue the promotions/offers without notice to the User.

- l. OB Platform's payment acceptance is integrated with CC Avenue which is Mashreq Bank, UAE Company & is fully PCI DSS complaint. Due to this, any personal card related data is hosted with CC Avenue.
- m. User agrees that OB is not responsible for any fraudulent card usage or card data theft arising out of errors at the end of CC Avenue and that all claims for any such incidents shall be directly managed by CC Avenue.
- n. OB makes no representations that the operation of the OB Platform will be error-free and/or uninterrupted. OB makes no warranty that defects will be corrected or that the OB Platform or its servers are free of viruses or anything else which may be harmful or destructive. The nature of Internet communications means that OB Platform may be susceptible to data corruption, interception, non-availability and delays. The OB Platform may also be unavailable from time to time due to repairs, maintenance or development work. User agrees that OB has no obligation to provide support for the OB Platform and that the User is accessing it at User's own risk.
- o. If User is dissatisfied with the Site or any content or materials on it, User's sole exclusive remedy is to discontinue its use.
- p. None of the provisions of this User Agreement shall be deemed to constitute a partnership or agency between User and OB and User shall have no authority to bind OB in any manner whatsoever.
- q. Except as explicitly stated otherwise, any notices to OB from User shall be given by User through email to OB at customer@openbonnet.com, such notice is deemed given on confirmation of its receipt to User by OB through return email. Any notices to Users from OB shall be given by notifications on OB Platform or by email to the email address User provided to OB during the registration process and shall be deemed to be received by User 48 hours after any such email is sent.
- r. It is the sole responsibility of the User to enquire as to the warranty given on any particular service or product sourced through the website. Most provisions of Services & Sales in the UAE are guaranteed by the department of economic development for a period of 30 days however, OB is in no way responsible for the enforcement of this or any other extended warranty and it is the Users' sole responsibility to check with Service Provider that Services & products procured are being offered with a standard or extended warranty.
- s. During use of the Application and Service, User may enter into correspondence with, purchase goods and/or Services from, or participate in promotions of third party service providers showing their goods and/or services through the Application or Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between User and the applicable third-party. OB shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between User and any such third-party.
- t. OB does not endorse any sites on the internet that are linked through the Service or Application, and in no event shall OB or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers.
- u. The Company provides the Application and Service to User pursuant to the acceptance of these Terms. User recognizes, however, that certain third-party providers of goods and/or services may require User's agreement to additional or different terms and conditions prior to User's use of or access to such goods or services, and OB disclaims any and all responsibility or liability arising from such agreements between User and the third party providers or from the non-performance of the agreed Services.
- v. Notwithstanding anything otherwise set out herein, OB shall in no manner be liable in any way for any in-person interactions with the Service Provider as a result of the booking or for the User's experience at the workshop or in the event a Service Provider does not honor a confirmed booking.

16. Governing Law & Disputes

- a. This User Agreement is governed by, and construed in accordance with, UAE law.
- b. There is a three (3) days dispute claim period – both for jobs as well as e-shop purchases.

- c. Any dispute raised within this period shall be resolved amicably. However in case of failure to amicably solve the issue, the Dubai Courts shall have jurisdiction.
- d. Any dispute, claim or controversy arising out of or in connection with this Agreement, including a dispute, claim or controversy arising in relation to its interpretation or relating to any non-contractual obligations arising out of or in connection with this agreement (a "Dispute") shall be settled amicably between the parties following the receipt by either party of written notice of the Dispute from the other party. In the event that a Dispute cannot be settled amicably within a period of 60 days from the date on which the relevant party notifies the other in writing that a Dispute has arisen, the parties agree that such Dispute shall be referred to and finally settled by arbitration under the DIFC-LCIA Arbitration Rules, which Rules are deemed to be incorporated by reference into this Agreement. The seat, or legal place, of arbitration shall be the DIFC.
- e. The number of arbitrators shall be three. Each party will nominate one arbitrator for appointment by the LCIA Court. The third arbitrator, who shall act as chairman, shall jointly be nominated by the other arbitrators so nominated and appointed by the LCIA Court.
- f. The language to be used in the arbitration shall be English.
- g. The award made by the arbitrator shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. To the extent permissible by law, the parties hereby waive any right to appeal against the decision of the arbitrator.
- h. This "Dispute Resolution" section will survive any termination of this Agreement.

17. IP Rights and Transfer of Information

- a. The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Application and Service are trademarks of the Company or third parties, and no right or license is granted to use them.
- b. By submitting User's Content User hereby irrevocably grants OB a perpetual, irrevocable, royalty-free, sub-licensable and transferable license and right to use User Content and all IP Rights therein for any purpose including mergers, acquisitions, third-party partnerships and in any media existing now or in future. By "use" it's meant to use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, and in the case of third party services, allow their users and others to do the same. User grants us the right to use the name or username that you submit in connection with User Content. User irrevocably waives any claims and assertions of moral rights or attribution with respect to User Content brought against OB, OB Representatives, OB Affiliates, OB Users, any third party services and their users.

18. Amendments to Terms of Service

OB may amend or update these Terms, from time to time entirely at its own discretion. User shall be responsible for checking these Terms on the App and ensure continued compliance with these Terms. User's use of OB Platform after any such amendment in the Terms shall be deemed as his/her acceptance to be bound by such amended Terms.

For any queries related to these Terms of Service, please contact us on: customer@openbonnet.com