

TERMS OF USE

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1. Introduction

This website www.sandytimes.ae is accessible via your computer or your portable hand-held device (the “**Website**”), as well as via STR by The Sandy Times mobile applications – computer programs on mobile devices on Android and iOS platforms (the “**STR App**”). The Website and the STR App is owned by Sandy Media Ltd, registered under the laws of Abu Dhabi Global Market with registration number 14805 (“The Sandy Times”, “us”, “we” or “our”).

Any references to “you” and “your” means you as the user of the Website and/or the STR App.

These Terms of Use (the “**Agreement**”) explains your rights and obligations in accessing, visiting and/or using the Website and use of the services and/or products offered through the Website and/or the STR App.

This Agreement does not apply to websites, apps, destinations, or other offerings that we do not own or control, even if they are linked to from the Website and/or the STR App.

In addition to reviewing this Agreement, please also review our Privacy Policy which is also a part of the Agreement between you and us.

If you have any questions about this Agreement or Privacy Policy, please contact legal@sandytimes.ae.

2. Content

Content means all text, articles, photographs, images, graphics, illustrations, creative, artwork, video, audio, music, podcasts, trademarks, trade names, service marks, and other brand identifiers, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas and all other content, information, and materials available on or through the Website, whether posted, uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, and/or service providers, advertisers, including any such Content uploaded manually or bookmarked by you and/or other users (the “**Content**”).

We will do our best to make sure the Website, the STR App and the Content is as up to date and accurate as possible. Unless specifically stated otherwise, The Sandy Times is not responsible for credibility, trustworthiness and reliability of information on the Website and/or the STR App and makes no warranty in respect of its timeliness, accuracy or availability. We disclaim all liability arising from any reliance fully placed on such information permissible by Abu Dhabi Global Market laws.

In addition, where the Website and/or the STR App contains any details or information provided by third parties, we make no promise that those details are up-to date or accurate.

If you find any of Content on the Website and/or the STR App to be obscene, offensive, defamatory, racist, harmful, unlawful, inaccurate, illegal or deceptive, please do let us know by emailing us at legal@sandytimes.ae.

When we receive your complaint, we may, in our sole discretion, remove or block access to the Content complained of.

3. Legal agreement

By entering and using the Website and/or the STR App, and/or any page accessible on the Website and/or the STR App you signify your acceptance, without limitation or qualification, of these Agreement without modification. By accessing and using the Website and/or the STR App, you acknowledge that you are bound by the Agreement.

We may change or amend the Agreement from time to time without individual notice to you. You should check the Agreement regularly to ensure that you agree with any changes. If you continue to use the Website you will be deemed to have accepted any changes to the Agreement.

The Sandy Times reserves the right to remove any information or material on the Website and/or the STR App without warning, and without prejudice to any other accrued rights, and/or make available such information or material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

If you do not agree to comply with your obligations in this Agreement, please do not use the Website and/or the STR App.

4. Rules of usage

The Website and/or the STR App is not intended for users under the age of 18, and such users are expressly prohibited from using the Website and/or the STR App. By accessing the Website and/or the STR App you agree, represent, warrant, covenant and guarantee that you are 18 years of age or older.

Unless otherwise specified, the Website and/or the STR App is directed solely at those who access them from the United Arab Emirates. Those who choose to access the Website from locations outside of the United Arab Emirates are responsible for compliance with local laws if and to the extent local laws are applicable.

You shall ensure that the device and all equipment, hardware, software, products and/or services you use to access, visit, or use the Website and/or the STR App does not disturb or interfere with our operation of the Website and/or the STR App, or impede or interfere with others' access, visitation and/or use of the Website and/or the STR App. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Website and/or the STR App any device or other equipment, hardware, software, product and/or services causing interference with us.

Unless otherwise specified, the Website and/or the STR App is intended for your personal, non-commercial use only. You may not access and/or store the Website and/or the STR App except for personal, non-commercial use.

You must comply with all Abu Dhabi Global Market and the United Arab Emirates laws, rules, and regulations in accessing and using the Website and/or the STR App, and will immediately notify us if you learn of or suspect a security breach or any illegal activity in connection with the Website and/or the STR App.

You agree to indemnify The Sandy Times, its officers, employees, and licensors in respect of any loss that it or they may suffer as a result, directly or indirectly, of any breach by you of this undertaking.

We may monitor and track your visits to the Website and/or the STR App via the use of cookies. Further information regarding our processing of your personal data and the use of cookies on the Website can be found in our Privacy Policy.

5. Intellectual property

We grant you a limited non-exclusive, non-transferable, non-sublicensable license to access and use the Website and/or the STR App solely for your personal, non-commercial use. For the avoidance of doubt, use of the Website and/or the STR App means that you can view and listen to the content on your receiving device solely for that purpose but you may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the Website and/or the STR App content in any way except for your own personal use. You agree not to copy, store or use the Website and/or the STR App (or any part of them) in any way other than their intended use.

The Website and/or the STR App and all the information and graphic representations or images on the Website and/or the STR App, are owned by, or licensed to The Sandy Times. The copyright and all other intellectual property rights in the Content, including but not limited to text, images, software, illustrations, artwork, photography, video clips, audio clips and any after-sales material are the sole and exclusive property of The Sandy Times or its licensors and you have no right to use them outside of the Website and/or the STR App.

Without The Sandy Time's written consent, you may not use, transfer, copy, reproduce, alter, modify or create derivative works of any part of the Content, the Website or its source HTML code, the STR App in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing the Content. This includes electronic reproduction by uploading or downloading.

6. User generated content and prohibited content (if applicable)

When using the Website and/or the STR App you may be given an opportunity to interact with us and submit, add, post, publish, and/or upload content (including comments and pictures). In posting your Content, you confirm to us that you are the owner or have consent from the owner to post the Content and that the Content does not defame any person, company or business or violate the privacy rights, copyright and other intellectual property rights, contract rights or any other rights of any person.

Any Content you input or upload to our Website and/or the STR App will be considered non-confidential and non-proprietary. By submitting or uploading Content to our Website and/or the STR App, you grant us a non-exclusive, transferable, sub-licensable, perpetual, royalty free worldwide licence to use, copy, distribute and disclose to third parties any such Content for any purpose and you also irrevocably waive the benefit of any moral rights you may have

in any such Content material. If you believe that your rights have been infringed in relation to your Content, please contact legal@sandtytimes.ae.

To the extent that you are able to submit, add, post, publish, and/or upload Content or other materials on the Website and/or the STR App, you agree not to include any of following kinds of content which is illegal or prohibited on the Website and/or the STR App ("Prohibited Content"). This includes content that:

- do not respect and offend the Divine Entity, Islamic beliefs, monotheistic religions, and other beliefs;
- do not respect the UAE's governance system, its symbols and institutions, and the highest interests of the UAE and society;
- do not respect the UAE's orientation and policy at the internal and international levels;
- do not respect the cultural and civilisational heritage and national identity of the UAE;
- offends the legal, economic, judicial and security system in the UAE;
- harms the national currency or the economic situation in the UAE;
- is protected by copyright, or other intellectual property rights, or derivative works thereof, and you have not obtained the permission of the copyright holder;
- is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual or could be harmful to minors;
- is obscene, vulgar, offensive or makes libellous or defamatory comments about others or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- promotes information that you know is false, misleading;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files or any sort of pirated intellectual property;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- constitute or encourage conduct that would be a criminal offence, might incite the commission of crimes or encourage murder, rape, or the use of drugs or psychotropic substances, or give rise to civil liability or otherwise violate any local, state, national or international law;
- prejudice pending or on-going criminal or civil court proceedings;
- displays pornographic or sexually explicit material of any kind or provides material that exploits people in a sexual or violent manner;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- engages in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes.

If we identify that you have uploaded Prohibited Content to the Website and/or the STR App, in addition to our other remedies, we reserve the right, in our sole discretion, to:

- edit or remove the Prohibited Content you have uploaded; and/or
- suspend, or discontinue your ability to add content to the Website; and/or
- block you from using and/or accessing the Website; and/or
- terminate your membership account (if applicable).

The Website and/or the STR App may include information and materials uploaded by other users of the Website and/or the STR App. This information has not been verified or approved by us. We do not endorse any user generated content and the views expressed by other users on our Website and/or the STR App do not represent our views or values. We do not guarantee the accuracy or authority of any user generated content.

You warrant that all Content you submit will comply with sections 5 and 6 of this Agreement, and you will be liable to us and indemnify us for any breach of that warranty. In addition, if you fail to comply with our acceptable use and content standards, as set out in paragraphs, we may: withdraw your right to use our Website and/or the STR App; remove any posting or material uploaded by you to our Website and/or the STR App; issue a warning to you; issue

legal action against you; disclose such information to law enforcement authorities as we reasonably feel is necessary; and/or any other action we reasonably deem appropriate.

7. Liability disclaimer

You agree that you use the Website entirely at your own risk.

To the fullest extent possible The Sandy Times expressly excludes and disclaims all warranties, terms, conditions and representations that might otherwise be implied by United Arab Emirates laws and/or ADGM laws in relation to the Website and/or the STR App, including, without limitation, warranties of technical efficiency, satisfactory quality, availability, non-infringement, completeness and fitness for a particular purpose. The material contained on the Website and/or the STR App may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the material contained on the Website and/or the STR App.

The content on our Website and/or the STR App is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website and/or the STR App.

The Website and/or the STR App may contain advertisements. The Sandy Times is not responsible for and does not endorse the content of such advertisements, and does not accept any responsibility for any errors or inaccuracies in such advertising material.

The Sandy Times shall not be liable for any damages whatsoever arising out of the use or performance of the Website and/or the STR App, the provision of or failure to provide services, or for any information obtained through the Website, or otherwise arising out of the use of the Website and/or the STR App, whether based on contract, tort, or otherwise.

The Sandy Times cannot promise that the Website and/or the STR App will be fault-free, uninterrupted, nor that it will provide specific results from use of the Website and/or the STR App or any Content, search or link on it. The Sandy Times shall use reasonable efforts to ensure that the Website and/or the STR App is accessible but does not guarantee specific availability or performance of the Website and/or the STR App. The Website, the STR App and the Content are delivered on an “as-is” and “as-available” basis. The Sandy Times may suspend or withdraw or restrict the availability of all or any part of our Website and/or the STR App for whatever reason.

If you are dissatisfied with any portion of the Website and/or the STR App, or with any of terms of this Agreement, your sole remedy, except as specifically provided in these terms, is to stop using the Website and/or the STR App.

8. Virus protection and compatibility

While certain precautions have been taken to detect computer viruses and ensure security, The Sandy Times cannot guarantee that the Website and/or the STR App is virus-free and secure. The Sandy Times shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. The Sandy Times does not give any warranties as to the compatibility of the Website and/or the STR App with your computer systems, software and/or hardware. You are responsible for configuring your information technology, computer programmes and platform to access the Website and/or the STR App and you should use your own virus protection software. You must not misuse the Website and/or the STR App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

9. Links to third party sites

The Website and/or the STR App may contain links to websites operated by parties other than The Sandy Times (“Third Party Website”). When you activate one of them, you will leave the Website and/or the STR App. When you use a link to go to a Third Party Website, your browsing and interaction on the Third Party Website is subject to the Third Party Websites own rules and policies. The inclusion of links to Third Party Websites does not imply any endorsement of the material on them or any association with their operators.

The Sandy Times has no control over, and will accept no responsibility for or liability in respect of, material on any website that is not under its control.

10. Governing law

This Agreement and all matters arising out of or relating to this Agreement, is governed by, and construed in accordance with the laws of Abu Dhabi Global Market. Any dispute arising out of or in connection with this

Agreement, including any question relating to its existence, validity or termination, shall be referred to and finally resolved by Abu Dhabi Global Market Courts.