



AI Rostamani International Exchange Mobile Application End User License Agreement

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and AI Rostamani International Exchange LLC ("**Company**"). This Agreement governs your use of the [NAME OF APPLICATION] on the mobile platform, (including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING. Or USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. **License Grant.** Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:
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 - (b) Access, stream, download, and use on such Mobile Device the Content and Services (as defined in Section 6) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 6.

2. **License Restrictions.** Licensee shall not:
 - (a) Copy the Application, except as expressly permitted by this license;

- (b) Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- (f) Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application;
- (g) Use any automated systems in connection with using or accessing the Application, including without limitation “robots”, “spiders”, or “offline readers”;
- (h) Transmit any spam, chain letters, or unsolicited emails;
- (i) Upload invalid data, viruses, worms, bugs, or other software agents;
- (j) Collect or harvest any personally identifiable information including account names, or use the Application for any commercial purpose;
- (k) Impersonate another person or misrepresent your affiliation with a person or an entity, or hide your identity;
- (l) Perform, authorize, encourage, or assist others to perform “mystery shopping” or accessing the Application for the purpose of obtaining financial quotes not related to your personal use;
- (m) Use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

3. **Reservation of Rights.** You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
4. You acknowledge that you are responsible for maintaining the confidentiality of your password and account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security.
5. **Collection and Use of Your Information.** You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy <https://www.alroamaniexchange.com/Pages/Privacy-Statement.aspx>

By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Your original Emirates ID and proof of address is required to be verified by the Company for the Application's activation. The Company reserves the right to request any other "Know Your Customer" documents.

6. **Content and Services.** The Application may provide you with access to Company's website located at [https://www.alroamaniexchange.com] (the "**Website**") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website

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7. **Geographic Restrictions**. The Content and Services are based in the United Arab Emirates and provided for access and use only by person's access all or some of the Content and Services outside of the United Arab Emirates and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United Arab Emirates, you are responsible for compliance with local laws.
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 - (a) Direct Debit System
 - (b) Through UAEPGS Portal
 - (c) Pay at branches
 - (d) Debit from Payroll Card
 - (e) Payment from Debit or Credit Card

10. **Updates**. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:
- (a) The Application will automatically download and install all available Updates; or
 - (b) You may receive notice of or be prompted to download and install available updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

11. **Third-Party Materials**. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links there to are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

12. **Marketing**

I/we herein consent to receive SMS messages from ARIE's and/or ARIE's designated service provider for promotional and/or transactional purposes.

13. **Term and Termination.**

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section 13.
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- (c) Company may terminate this Agreement at any time without notice if it ceases to support the Application, which Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
 - (d) Upon termination:
 - (i) All rights granted to you under this Agreement will also terminate; and
 - (ii) You must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- (e) Termination will not limit any of Company's rights or remedies at law or in equity.

14. **Disclaimer of Warranties.** THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT

INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

You hereby acknowledge that the Direct Debit Facility, UAE Payment Gateway System, and internet transfers depend on various electronic equipments and TECHNOLOGY. There could be delays and snags in receipt and transmission of any orders or other instructions of the End User, and the Company is not responsible for any such delays.

15. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Indemnification.** You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, penalties, fines, costs, or

expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

17. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
18. **Disclosures.** The Company may disclose information about you to (any of our employees, officers, agents, suppliers or subcontractors) insofar as reasonably necessary for the purposes as set out herein. In addition, we may disclose information about you: (a) to the extent that the Company is required to do so by law; (b) in connection with any legal proceedings or prospective legal proceedings; (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).
19. **Governing Law.** This Agreement is governed by and construed in accordance with the substantive law of [Dubai International Financial Centre] without giving effect to any choice or conflict of law provision or rule. Any dispute arising out of or in connection with this Agreement or the Application, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be [Dubai International Financial Centre]. The language to be used in the arbitration shall be [English].
20. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER

THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. **Entire Agreement.** This Agreement, the Website's Terms of Use and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

22. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.