

Please read the following terms and conditions (Terms and Conditions) carefully before you use **Gulfcars.com** portal (the Service). By indicating your acceptance of these terms and conditions you are deemed to acknowledge and agree to be bound by all the following terms and conditions for the use of the Service. **Gulfcars.com** reserves the right to amend/change these terms and conditions at any time without notification.

1. Acceptance of Terms of Use

- **Gulfcars.com** (the "Website") is a community content website operated by Mobility Information Technology LLC (MIT) and its affiliates (referred to as "**Gulfcars**" or "we"). Content (as defined in Clause 3 below) is uploaded by **Gulfcars.com** and other users of the Website.
- These are the terms on which **Gulfcars.com** allows you to access and use the Website, whether as a guest or a registered user.
- By accessing and using the Website, you are accepting these Terms of Use and agree to abide by them.
- If you do not agree to these Terms of Use, then you are not permitted to use the Website.

2. **Gulfcars's** Proprietary Rights

- **You agree that **Gulfcars.com** (or its affiliates, as the case may be) is the owner or the licensee of all intellectual property rights in the Website, and the Website itself is a collective work and/or compilation solely owned by **Gulfcars.com**. The Website is protected by copyright laws and treaties around the world.**
- **You may not copy, distribute, reproduce, sell, lease, assign, rent, sublicense, encumber any aspect of the Website or any Content (as defined in Clause 3 below).**
- **You also may not modify or create derivative works of any aspect of the Website or any Content (as defined in Clause 3 below), other than with respect to your own Content (as defined in Clause 3 below).**
- **You may not disassemble or decompile, reverse, engineer or otherwise attempt to discover any source code contained in the Website or any software or database connected to the Website.**

3. Content

- "Content" refers to any listing, forums, event listings, reviews, postings, messages, text, files, images, photos or any other material posted on the Website.
- **By posting Content on the Website:**
 - You grant **Gulfcars.com** the non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, copy, reproduce, distribute perform, display, modify or create derivative works of the Content perpetually and for any lawful purpose **Gulfcars.com** sees fit.
 - You warrant that the holder of any rights, including moral rights in such Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license in the preceding sentence.
 - You permit any other user of the Website to access, display, view, store and reproduce such Content.
 - You grant **Gulfcars.com** the right to prohibit the subsequent access, storage and reproduction or use of said Content by any party to any extent **Gulfcars.com** sees fit.

- **Gulfcars.com** is not responsible for, and no reliance should be placed, in any way on any Content posted, transmitted through or linked to the Website.
- **Gulfcars.com** reserves the right to (1) refuse to share or display, (2) move; or (3) delete any Content posted on the Website.
- **Gulfcars.com** aims to update the Website regularly, and may change the Content at any time. Any of the Content may be out of date at any given time, and we are under no obligation to update such material.

4. **Links to Third Party Sites**

- Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only.
- We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

5. **Notification of Claims of Infringement**

- It is forbidden to post any Content that violates any international, federal, national, local copyright, patent, trademark or other intellectual property laws applicable in the United Arab Emirates.
- **Gulfcars.com** is not responsible for any Content submitted by a user that infringes another's proprietary rights.
- If you are aware of any Content that you believe infringes on yours or a third party's proprietary rights, please contact us.
- **Gulfcars.com** may, but is under no obligation to screen or monitor any Content. If notified of Content which allegedly does not conform to these Terms of Use or infringes a third party's proprietary rights, **Gulfcars.com** may investigate the allegation and determine in its sole discretion whether to remove or request the removal of the Content. **Gulfcars.com** has no liability or responsibility to users for performance or non-performance of such activities.

6. **Privacy Policy**

- **Gulfcars.com** respects your privacy and has developed a detailed Privacy Policy that is incorporated into this Agreement. Please take the time to read our Privacy Policy found here: [Private Policy](#). By agreeing to these Terms, you are also accepting the terms of our Privacy Policy.
- **Non-personal information automatically acquired**
 - **Gulfcars.com** in general protection of the privacy of visitors to its site. Please keep in mind that the site may provide third parties aggregate statistics and general information about customers, sales and the number of people visiting the site, and information on sites linked to the site, but these statistics and information, to the extent possible, will not include any personally identifiable information.
- **Personal Information**
 - To respond to your questions and meet your requests, or to manage interactive customer services, we may have to request personal information from you such as your name, address, email address and phone number. However, we (in the absence of binding legislation) will not convey this information to a third party without your permission. Except in cases necessary to fulfil your request or to manage interactive customer programs, too, you agree to grant site **Gulfcars.com** the right to exchange any information you have provided to us for the reasons mentioned above.
 - In addition to the personal information you provide us, this Website may use technology that lets us collect certain technical information such as your IP address, operating system your computer, traffic patterns and the address of any demonstration sites.
 - Although there is a risk in regard to giving personal information, either directly, by phone or online, and as a result of the

lack of full protection for any technical system against infiltration or sabotage, but the system of protection of **Gulfcars.com** has taken reserves to prevent the illegal entry And the use/get of your personal information in illegal way, even though **Gulfcars.com** will not be fully guaranteed.

- **Gulfcars.com** may use the user's phone number or e-mail to send promotional or when heads updates the site and these articles can be provided as service for third party.

7. Access and Linking to the Website

- Your access to the Website is provided on a non-exclusive, temporary and revocable basis by **Gulfcars.com**, and **Gulfcars.com** reserves the right to withdraw or amend your right to access to the Website without notice.
- **Gulfcars.com** will not be liable if for any reason the Website is unavailable at any time or for any period.
 - You may not use any robot spider, scraper or other automated means to access **Gulfcars.com** and collect content for any purpose or otherwise copy or download content. A limited exception is granted to search engines and non-commercial public archives, but not for websites that include any form of classified listings.
 - Harvest or otherwise collect information about others, including email addresses, without their consent.

8. Conduct & Acceptable Use; No Spam

- You agree to not post, email, or make available through the Website any Content that is objectionable to **Gulfcars.com** or in contradiction to applicable laws or regulations. In this regard, you agree not to post, email or make available through the Website any Content that:
 - Is unlawful, harmful, threatening, abusive, defamatory, libellous, invasive or any information harmful to minors;
 - Is of a political nature and/or is critical of any government or municipal employee in any jurisdiction.
 - Is pornographic or any kind of nudity, sexually explicit or perverse content.
 - Is anti-Islamic or in any way derogatory towards Islam.
 - Is racist or discriminatory content towards any race, religion, creed, nationality, gender or any other grouping of individuals.
 - Impersonates any another person.
 - Includes personally identifiable information about another person without their permission.
 - Is false or deceptive.
 - Solicits the sale of goods or services, except when (1) posted in the appropriately designated area of the Website for such sales, or (2) emailed to another user of the Website who expressly wish to be contacted by you.
 - Includes links to other websites, except when (1) expressly approved by **Gulfcars** in writing, and (2) posted in a posting uploaded by you in the appropriately designated area.
 - Advertises the sale of anything illegal under any applicable law or regulation in the jurisdiction you are selling the product from or to;
 - Violates any applicable international, federal, national, local copyright, patent, trademark or other intellectual property laws.
 - Contains any software viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.
 - Disrupts the normal flow with an excessive number of messages; or
 - Uses misleading contact details to disguise the true origin.

◦ **You further agree not to:**

- Contact people who do not wish to be contacted., stalk or harass other users of the Website.
- Collect personal information about users for commercial or unlawful purposes.
- Post content that is irrelevant or unrelated to the category or discussion thread where such Content is posted.
- Post the same good or service in more than two categories.
- To post, email, make available through the Website or contact **Gulfcars.com**, or any other users of the Website with any spam, junk mail, chain letters, pyramid or Ponzi schemes, or unsolicited email advertisements.
- Attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

9. Dealings with Third Party Organization and Individuals

- **Gulfcars.com** operates the Website as an online community portal for buyers, sellers, consumers and community members. **Gulfcars.com** does not sell any item listed on the Website directly and is never a party to any transaction between buyers and sellers. As a result, **Gulfcars.com** does not (a) guarantee or ensure any item listed on the Website or any transaction between a buyer and seller, (b) collect or process payment or transfer of title on behalf of buyers or sellers, or (c) warehouse, store, ship or deliver any item listed on the Website. Furthermore, **Gulfcars.com** is not responsible for, nor holds itself out as promoting, any interaction or dealing between you and 1 or more other user(s) of the Website, and **Gulfcars.com** will not be liable in any way for any such interactions or dealings.
- You will not hold **Gulfcars.com** responsible for other users' Content, actions or inactions, items they list or the destruction of allegedly fake items. While we may help facilitate the resolution of disputes, **Gulfcars.com** is not obliged to participate in any dispute between you and other user(s) of the Website. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' Content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item.
- You acknowledge that **Gulfcars.com** does not monitor, verify or approve Content, and that you are solely responsible for evaluating and verifying the accuracy of any Content posted on the Website.

10. Disclaimer of Warranties

- You use the Website at your own risk.
- The Website is provided without warranty and is provided on an "as is, as available" basis.
- **Gulfcars.com** hereby disclaims any representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to the website or any services provided hereunder. notwithstanding the generality of the foregoing, **Gulfcars.com** specifically disclaims the following with respect to the website:
 - Implied warranties or conditions of title, merchantability, fitness for a particular purpose, or non-infringement of any service or good acquired by you from a third party.
 - Of the accuracy, timeliness, security and performance of the website.
 - Freedom from any errors or viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- To the maximum extent permitted by applicable law, **Gulfcars.com** hereby expressly excludes any liability for any damages whatsoever (including, without limitation, direct, indirect, special, punitive, incidental or consequential loss or damage

incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- In particular, **Gulfcars.com** is not liable for any damages or losses resulting to you or a third party from:
 - The use or the inability to use the Website.
 - That has been acquired through the Website.
 - Any Content displayed on the Website.
 - A distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

11. Indemnity

- You agree to indemnify, defend and hold harmless **Gulfcars.com**, its shareholders, officers, directors, employees, and agents from any claims, actions, demands, damages, losses or attorney fees alleging or resulting from your use or misuse of the Website or any Content, your breach of these Terms of Use, your violation of any third party's proprietary rights, or any disputes between you and one or more users connected to or arising from the Website in any way.

12. Termination of Access to the Website

- **Gulfcars.com** reserves the right to block you or terminate you from accessing the Website for any breach of these Terms of Use at any time without any notice.
- **Gulfcars.com** reserves the right to delete any of your Content from the Website at any time.
- **Gulfcars.com** is not liable to you or a third party for any termination of your access to the Website or deletion of your posted Content.
- You agree not to try to use the Website after said termination.

13. Governing Law & Dispute Resolution

- These terms are governed by the laws of the UAE.
- In the event of any disputes between you and **Gulfcars.com**, **Gulfcars.com** is open to first attempting to resolve the dispute in an informal and amicable manner.
- However, if either party believes that the dispute cannot be resolved in such a manner, then the parties agree that either party may refer any dispute arising out of, or in connection with, these Terms of Use, including any question regarding its existence, validity or termination, to be finally settled by binding arbitration. Such arbitration shall be held under the then-current Arbitration Rules of the Dubai International Financial Centre .
- The seat of arbitration shall be the Dubai International Financial Centre in Dubai, UAE. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding on the parties. The arbitral tribunal may award reasonable attorneys' fees and the cost of the arbitration to the prevailing party.
- If the arbitral panel has not been formed, any party may seek interim relief from any court in UAE.

14. Modifications to Terms of Use

- **Gulfcars.com** reserves the right at any time and from time to time to update, revise, supplement and otherwise modify

these Terms of Use and to impose new and/or additional rules, policies, terms and/or conditions on your use of the Website (collectively referred to as "Additional Terms"). Such Additional Terms will be effective immediately and incorporated into these Terms of Use. Your continued use of the Website constitutes your acceptance of all such Additional Terms. Any Additional Terms are hereby incorporated into these Terms of Use by this reference.