

GENERAL TERMS AND CONDITIONS

Al Qana Property Management LLC

This website is operated by Al Qana Property Management LLC. Throughout the Website (as defined hereunder), the terms "we", "us", "our" and "Company" refer to Al Qana Property Management LLC. The Company offers this Website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. Throughout the Website, the terms "You" and "User" refer to any user that access the Website.

Please read these General Terms and Conditions carefully before accessing or using our website (the "**Website**"). By accessing or using any part of the site, you agree to be bound by these General Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website. If these General Terms and Conditions are considered an offer, acceptance is expressly limited to these General Terms and Conditions.

You can review the most current version of the General Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these General Terms and Conditions (the "**Terms**") by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes implied acceptance of those changes and/or updates. If you violate these Terms, we may terminate your use of the Website, ban you from future use of the Website, and/or take appropriate legal action against you.

The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 1: TERMS OF USE AND ACCESS

Use of the Website are subject to these Terms. These Terms constitute a contract governing the relationship between the User and the Company.

Users are deemed to have fully and unreservedly accepted these Terms once they tick the box "*I accept the Site's Terms and Conditions*" when creating their User accounts. If this box is not ticked, it will be impossible to create a User account or use the service, which Users acknowledge.

Users of the Website irrevocably and unconditionally undertake to provide accurate information. We decline any responsibility as regards confirming the identity and information provided by Users. In a concern for transparency and to prevent fraud, subject to the laws applicable, we may require Users to provide official identification or other information or submit to other controls designed to verify Users' identity and backgrounds and view third party databases or other sources of information.

You agree that you are only authorized to visit, view and to retain a copy of pages of this Website for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Website for any purpose other than to review event and promotional information, for personal use, or to purchase tickets, unless otherwise specifically authorized by the Company to do so. You also agree not to deep-link to the Website for any purpose, unless specifically authorized by the Company to do so. The content and software on this Website is the property of the Company and/or its suppliers and is protected by the applicable laws, and international copyright regulations.

You agree that you will not use any robot, or other automatic device, process or means to access the Website. Nor shall you use any manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorized purpose without our prior expressed written permission. You agree that you will not use any device, software or routine that interferes with the proper working of the Website nor shall you attempt to interfere with the proper working of the Website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from the Website without the prior expressed written permission of the Company.

All Users shall comply with our existing rules or regulations adopted e.g. safety measures, evacuation procedures, fire alarm procedures, tenants or leases manuals, COVID policies, etc.

SECTION 2: PERMITTED AND PROHIBITED USE

From time to time, the Website may provide you with opportunities to contribute to the Website, which may include, but not be limited to, uploading your User profile, participating in chats and using bulletin boards. Anything that is contributed to the Website by you or other Website Users will be referred to in these Terms as "User Content". The Company shall not be liable or responsible for any User Content. The contributions of third parties do not necessarily represent the view or opinions of the Company or the Website. We cannot preview User Content before it appears. Users can be held liable for any illegal or prohibited User Content they provide to the Website, including among other things, infringing, defamatory or offensive materials. If you discover this kind of material on the Website, please notify us on our email provided hereunder. We will investigate your claim and may then take the actions deemed appropriate.

The following is a partial list of the kind of User Content which is illegal or prohibited on the Website. It includes User Content that:

- is patently offensive to the online community, such as User Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- could be harmful to minors;
- 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 or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- 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;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- displays pornographic or sexually explicit material of any kind;
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- 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 without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

Although the Company cannot monitor the conduct of Users off the Website, it is also a violation of these rules to use any information obtained from this Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any Website user without their prior explicit consent.

SECTION 3: COMMERCIAL USE

No areas of this Website may be used by the Users for any commercial purposes such as to conduct sales of tickets, merchandise or services of any kind. You must obtain our prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. Without limiting the foregoing, you may not use the Website to resell or link to other sites for the purpose of selling tickets, merchandise or services of any kind. We will investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the Website and barring such violators from use of the Website.

We reserve the right to block access to this Website with respect to any person believed to be, or believed to be acting in concert with any person who is believed to be, violating the law or these Terms or the Company's rights. Violating any limitations or terms on the Website will be deemed to be a violation of these Terms.

Any illegal or unauthorized use of the Website shall constitute a violation of these Terms. You do not have permission to access the Website in any way that violates, directly or indirectly, these Terms. Illegal or unauthorized use of the Website includes, but is not limited to, unauthorized framing of or linking to the Website, or unauthorized use of any robot, spider or other automated process on the Website.

SECTION 4: COPYRIGHTS AND INTELLECTUAL PROPERTY

We will terminate the privileges of any User who uses this Website to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, Users who submit User Content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the User Content they upload does not infringe the copyrights or other rights of third parties (including, but not limited, to trademark, trade secret, privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the User that they have used this Website as an instrument of unlawful infringement, we will terminate the infringing User's rights to use and/or access to this Website. We may, also in our sole discretion, decide to terminate a User's rights to use or access to the Website prior to that time if we believe that an alleged infringement has occurred.

SECTION 5: CONNECTION INDICATORS

A connection indicator (or "local storage" or "cookie") may be automatically installed and temporarily stored in the memory or hard disk of Users' computers to facilitate browsing on the

Website. Cookies are used to record information about the use of the Website (such as pages viewed, date and time of access, etc.). Users have the right to object to the installation of cookies by altering their browser settings. However, this will result in the deletion of all cookies used by the browser, including those used by other websites, which may lead to the alteration or loss of certain settings or information. The deletion of cookies may modify browsing or even make it difficult for the User on the Website. Please refer to our Privacy and Cookie Policy for further information.

SECTION 6: LIABILITY

Whilst every effort is made to ensure the accuracy of the content, the Company does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the Website. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Company has the right, in its sole discretion, to correct any errors or omissions in any portion of the Website. The Company may make any other changes to the Website, the materials and the products, programs, services or prices (if any) described in the Website at any time without prior notice.

This Website, the information and materials on the Website, and the software made available on the Website, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose, or non-infringement of any content published on or available throughout the Website; that the server that makes this Website available is free of viruses or other components that may infect, harm or cause damage to your computer equipment or any other property when you access, browse, download from or otherwise use this Website.

Under no circumstances, including but not limited to the Company's negligence, shall the Company be liable for any consequential, direct, incidental, indirect, punitive or special damages related to the use of, the inability to use, or errors or omissions in the contents and functions of this Website.

SECTION 7: INDEMNITY

The Users agree to defend, indemnify and hold harmless the Company, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) User's use of and access to the Website and/or any of its services; (ii) User's violation of any of the Website's terms

and conditions; (iii) User's violation of any third party right, including without limitation any copyright, trademark, and other intellectual property rights, trade secret or other property, or privacy right; or (iv) any claim that the User's content caused damage to a third party. This defense and indemnification obligation will survive termination, modification or expiration of this Terms and the User's use of the services on the Website and the Website.

SECTION 8: SUSPENSION/TERMINATION

Users acknowledge that the Company is entitled, at its sole discretion, to suspend access to the Website or terminate its contractual relationship with Users, or to delete any User account forthwith, by e-mail and without further formality for any reason, and in particular:

- in the event of illegal use of Website;
- in the event of non-compliance with these Terms; or
- in the event of interruption of operation of the Website.

SECTION 9: CONFIDENTIALITY

The Company undertakes to keep confidential any information gathered during the creation of the User account. We undertake not to use any data obtained from the User for purposes other than that of the services offered on the Website, and in particular not to sell such data to third parties for commercial purposes, unless such use is required by law or by any administrative or judicial authority. Please refer to our Privacy and Cookie Policy for further information.

SECTION 10: EPILEPSY DISCLAIMER

In rare instances, some Users may experience seizures when exposed to certain light patterns or flashing lights. Exposure to certain light patterns or backgrounds on a device may induce an epileptic seizure, even in persons who have no history of prior seizures or epilepsy. Users shall carefully review all health and safety warnings before using the Website.

SECTION 10: SEVERABILITY

If any provisions of these Terms are declared null and void in application of a law or regulation or following a final decision of a competent court, the other provisions shall remain in full force and effect, to the extent permitted by this decision. In addition, the fact that a party does not take advantage of the other party's breach of any of the provisions of these Terms may not be construed as that party's waiver of its right to take advantage of such a breach in the future.

SECTION 11: APPLICABLE LAW AND COMPETENT COURTS

These Terms are exclusively governed by the United Arab of Emirates law and the Abu Dhabi Courts shall be solely competent to settle any dispute arising between the Company and the User(s).