

MERAAS APP - TERMS AND CONDITIONS

Please read these terms and conditions (the “**Terms and Conditions**”) carefully before using the Meraas Application operated by Meraas Development LLC.

Your access to and use of the Meraas Application is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access and/or use the Meraas Application. If you do not agree with these Terms and Conditions, do not use the Meraas Application.

By clicking “Agree” you confirm your understanding and acceptance of these Terms and Conditions and you agree to be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words and phrases shall have the following respective meanings unless the context requires otherwise:

1.1.1 “**Affiliate**” means, with respect to any person or entity, any person and/or entity controlling, controlled by or under common control, directly or indirectly, with such first person or entity;

1.1.2 “**Agreement**” means these terms and conditions together with the Member registration for the Meraas Application;

1.1.3 “**Company**” means Meraas Development LLC, with commercial license number 603590, whose registered address is P.O. Box 122112;

1.1.4 “**Member**” means the individual, corporation or other entity who has successfully enrolled on the Meraas Application;

1.1.5 “**Meraas Application**” means the application offered to Members to experience and explore the Company’s destinations and its offerings;

1.1.6 “**Meraas Rewards Programme**” means the rewards programme offered to Members with the Participating Brands;

1.1.7 “**Participating Brand**” means all retail and restaurant brands as set out in the Meraas Application or on the following website: www.meraas.com/rewards;

1.1.8 “**Qualifying Transaction**” means a successful transaction with a Participating Brand;

1.1.9 “**Services**” means information about the Company’s destinations and Meraas Rewards Programme provided by the Company to the Members under the Terms and Conditions.

1.2 In these Terms and Conditions;

1.2.1 words denoting the singular shall include the plural and vice versa;

1.2.2 words denoting one gender shall include all genders; and

1.2.3 the headings of clauses are intended for convenience only and shall not affect the interpretation of the Terms and Conditions.

2. Enrolment

2.1 The registration process on the Meraas Application must be complied with in order to enroll as a member of the Meraas Application.

3. Membership

3.1 The use of the Meraas Application shall be at the Member’s own initiative and risk.

3.2 The Company;

3.2.1 provides access to the Services; and

3.2.2 makes no representation, gives no warranty of any kind, express or implied, regarding the suitability of any Services to the Member’s needs.

3.3 Membership is personal to the Member and cannot be transferred or assigned to any third party. The Company may transfer or assign its rights and novate or delegate its obligations under these Terms and Conditions at any time and to any party.

3.4 Membership of the Meraas Application will be at the Company’s sole discretion.

- 3.5 The Member accepts that by participating in the Meraas Application the Company will be sending to the Member various marketing communications and updates pertaining to the Services at its sole discretion.
- 3.6 Notwithstanding clause 3.5, should the Member not wish to receive these communications or updates, the Member must inform the Company by sending an email to customerservice@meraas.ae and the Company shall then refrain from sending them.
- 3.7 The Member hereby warrants that the Member has the required legal capacity to enter into and be bound by this Agreement.
- 3.8 The Member shall inform the Company of any changes in the Member's personal details.
- 3.9 The Member agrees to act in good faith.
- 3.10 Membership shall continue unless otherwise cancelled or terminated by the Member or the Company in accordance with these Terms and Conditions.

4. **Services**

- 4.1 The Company will provide the Services to the Member on condition that the Member agrees not to engage in any of the following prohibited activities;
 - 4.1.1 performing criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, terrorist financing, or malicious hacking, as determined in the sole and absolute discretion of the Company;
 - 4.1.2 attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Meraas Application;
 - 4.1.3 taking any action that imposes, or may impose at the Company's sole discretion an unreasonable or disproportionately large load on the Meraas Application's infrastructure, e.g. uploading invalid data, viruses, worms, or other software agents through the Meraas Application;
 - 4.1.4 collecting or harvesting any personally identifiable information, including account names, from the Meraas Application;
 - 4.1.5 using the Meraas Application for any commercial solicitation purposes;
 - 4.1.6 impersonating another person or otherwise misrepresenting the Member's affiliation with a person or entity, conducting fraud, hiding or attempting to hide the Member's identity;
 - 4.1.7 interfering with the proper working of the Meraas Application;
 - 4.1.8 accessing any content on the Meraas Application through any technology or means other than those provided or authorized by the Meraas Application; and
 - 4.1.9 bypassing the measures the Company may use to prevent or restrict access to the Meraas Application, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Meraas Application or the content therein.
- 4.2 Acting in its sole and absolute discretion, the Company reserves the right, without liability hereunder, at any time and from time to time, without notice, to;
 - 4.2.1 refuse to provide any Services (including the Meraas Rewards Programme); and/or
 - 4.2.2 withdraw the continuation of any Service (including the Meraas Rewards Programme); and/or
 - 4.2.3 change the Meraas Application; and/or
 - 4.2.4 stop providing the Meraas Application or features of the Meraas Application to the Members; and/or
 - 4.2.5 create usage limits for the Meraas Application.
- 4.3 Meraas Rewards Programme is available to any person over the age of ten (10) years old.
- 4.4 If the Company rejects an application for membership to Meraas Rewards Programme, any benefit that may have accrued to the applicant through Meraas Rewards Programme usage will be null and void.
- 4.5 A Member may register their spend as a Qualifying Transactions on or after 15 January 2020 or as otherwise notified by the Company in its sole discretion.
- 4.6 All Qualifying Transactions accrued by a Member will be credited to its account only.
- 4.7 A Member may make a retroactive claim up to 14 days after the date of the Qualifying Transaction by contacting the Company's customer support.

- 4.8 A Qualifying Transaction may take up to 1 week to be credited to the Member's account.
- 4.9 A Member's spend is not a Qualifying Transaction if the Member is purchasing a Meraas Gift Card.
- 4.10 Any item purchased for which a Qualifying Transaction has been registered in the Meraas Rewards Programme may be returned in accordance with the respective Participating Brand's return policy. If a return has been processed, the equivalent amount will be deducted from the Member's account. The Company will not be held liable for any return, refund, complaints and/or any interaction with the Participating Brands. The Member acknowledges and agrees that all recourse shall be against the respective Participating Brand only.

5. **Termination**

- 5.1 The Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time with immediate effect.
- 5.2 The Company shall have the right to deregister the Member from the Meraas Application immediately in the event of abuse of the Meraas Application and/or if there are no transactions on the Meraas Rewards Programme for a period of consecutive 36 months.
- 5.3 The Company reserves the right to change the criteria for deregistration at any time in its sole discretion.
- 5.4 The Company may permanently or temporarily terminate or suspend the Member's access to the Meraas Application without notice and liability for any reason, including if in the Company's sole determination, the Member violates any provision of this Agreement. Upon termination, the Member continues to be bound by this Agreement.

6. **Mobile Software**

- 6.1 The Company may make available software to access the Services via a mobile device ("**Mobile Software**"). To use the Mobile Software the Member must have a mobile device that is compatible with the Mobile Software.
- 6.2 The Company does not warrant that the Mobile Software will be compatible with the Member's mobile device. The Member may use mobile data in connection with the Mobile Software and may incur additional charges from the Member's wireless provider for these services. The Member agrees that the Member is solely responsible for any such charges.
- 6.3 The Member shall not;
- 6.3.1 modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law;
 - 6.3.2 rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party;
 - 6.3.3 make any copies of the Mobile Software;
 - 6.3.4 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; and
 - 6.3.5 delete the copyright and other proprietary rights notices on the Mobile Software.
- 6.4 The Member acknowledges that the Company may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that the Member is using on the Member's mobile device. The Member consents to such automatic upgrading on the Member's mobile device, and agrees that the terms and conditions of this Agreement will apply to all such upgrades.
- 6.5 Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and the Company or its third-party partners or supplier retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by the Member to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void.

7. **Mobile Software from iTunes and Google Play**

- 7.1 The following applies to any Mobile Software the Member acquires from the iTunes Store (“**iTunes-Sourced Software**”) and/or from Google Play (“**Google-Sourced Software**”). The Member acknowledges that this Agreement is solely between the Member and the Company, not Apple and/or Google, and Apple and/or Google have no responsibility for the iTunes-Sourced Software and/or Google-Sourced Software or content thereof.
- 7.2 The Member’s use of the iTunes-Sourced Software and/or Google-Sourced Software must comply with the respective app store terms of services.
- 7.3 The Member acknowledges that Apple and/or Google are not responsible for addressing any claims by the Member or any third party relating to the iTunes-Sourced Software and/or Google-Sourced Software or the Member’s possession and/or use of the iTunes-Sourced Software and/or Google Sourced Software, including, but not limited to;
 - 7.3.1 product liability claims;
 - 7.3.2 any claim that the iTunes-Sourced Software and/or Google-Sourced Software fail to conform to any applicable legal or regulatory requirements; and
 - 7.3.3 claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to the Company as provider of the software.

8. **Content**

- 8.1 The Meraas Application allows the Member to post, link, store, share and otherwise make available certain information, text, graphics, videos or other material (“**Content**”). The Member is responsible for the Content that the Member posts to the Meraas Application, including its legality, reliability and appropriateness.
- 8.2 By posting Content to the Meraas Application, the Member grants the Company the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Meraas Application. The Member retains any and all rights to any Content the Member submits, posts or displays on or through the Meraas Application and the Member is responsible for protecting those rights.
- 8.3 The Member represents and warrants that;
 - 8.3.1 the Member owns the Content or has the right to use it and grants the Company the rights and license as provided in this Agreement; and
 - 8.3.2 the posting of the Content on or through the Meraas Application does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.
- 8.4 The Company shall not be subject to any obligations of confidentiality or privacy regarding the submitted information except as agreed by the Company as specifically set forth in its privacy policy, which can be accessed at <http://www.meraas.com/en/cookies-policy> or as otherwise specifically agreed by the Company in writing or required by law.

9. **Accounts**

- 9.1 When the Member creates an account on the Meraas Application, the Member must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of this Agreement, which may result in immediate termination of the Member’s account in the Company’s sole discretion.
- 9.2 The Member is responsible for safeguarding the password that the Member uses to access the Meraas Application and for any activities or actions under the Member’s password.
- 9.3 The Member agrees not to disclose the Member’s password to any third party. The Member must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of the Member’s account.
- 9.4 The Member may not use as a username the name of another person or entity or that is not lawfully available to use, a name of trademark that is subject to any rights of another person or entity other than the Member without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

10. **Intellectual Property**

10.1 The Meraas Application and its original content (excluding Content provided by Members), features and functionality are and shall remain the exclusive property of the Company and its licensors. The Service is protected by copyright, trademark, and other laws applicable in the Emirate of Dubai. The Company's trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

11. Links to Other Web Sites

11.1 The Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

11.2 The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. The Member acknowledges and agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

12. Liability

12.1 The Company shall exercise reasonable care and skill in providing the Services.

12.2 Except as otherwise provided in clause 12.1, the Company does not provide any recommendations or representations or offer any warranties (express or implied), including, but not limited as to, the quality, merchantability or fitness for a particular purpose or otherwise of the standard of Services supplied.

12.3 On occasions, the Company may be asked to make recommendations to Members. However, the Company makes no warranties or representations (express or implied) as to such recommendations and specifically, without limiting the foregoing, does not warrant that such recommendations are or will be accurate or that they will be to the Member's satisfaction. Members must make and rely on their own enquiries in relation to such recommendations. The Company accepts no liability for any Services provided to a Member in the course of acting upon such a recommendation and the Member hereby waives any claim or right to assert a claim against the Company with respect thereto.

12.4 To the fullest extent permitted by applicable law, the Member shall defend, indemnify and hold harmless the Company and its Affiliates and each of their respective officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind including reasonable legal fees and the cost of enforcing this indemnity ("**Claims**") arising out of or resulting from: (a) bodily injury; (b) death of any person; or (c) damage to real or tangible, personal property, in each case to the extent such Claims arise out of or relate to this Agreement, the Meraas Application, the Services, the Member and/or the Member's property; provided, however, that no such indemnification by the Member shall apply in the event such Claims arise out of the Company's gross negligence, willful misconduct, or material breach of the Company's material obligations under this Agreement.

12.5 The Company will not have any liability to the Member for any Claim to the extent that such Claim arises out of, is in connection with the Company's Services, or can be characterized as a Claim for (or arising from);

12.5.1 loss of revenue or profits;

12.5.2 loss of business opportunity or loss of contracts;

12.5.3 loss of goodwill or injury to reputation;

12.5.4 indirect, incidental, consequential, exemplary or special loss or damage; or

12.5.5 anticipated savings.

12.6 The Company shall not be liable to the Member and will not be deemed to be in breach of these Terms and Conditions for any delay in performing, or failure to perform, the Services.

12.7 The Company shall have no liability to the Member under or in connection with this Agreement for any reason, including, without limitation, for any breach of this Agreement by the Company.

13. General

- 13.1 These Terms and Conditions are governed by the laws applicable in the Emirate of Dubai and is subject to the exclusive jurisdiction of the Courts of Dubai.
- 13.2 The Company may vary the Terms and Conditions from time to time and the revised terms will be updated on the Meraas Application. A Member's continuing request for Services will indicate such Member's acceptance of the revised Terms and Conditions. If a Member does not agree to the new terms, the Member must stop using the Meraas Application.
- 13.3 If any provision (or part of any provision) of these Terms and Conditions is found to be unenforceable, the remaining provisions shall be unimpaired and the unenforceable provision or part-provision shall be reformed without further action by the parties and only to the extent necessary to make such provision valid and enforceable and to achieve the like fundamental benefits, effect and economic intent of such provision.
- 13.4 Except as expressly agreed otherwise by the Member and the Company in writing, the Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matter. Except as expressly agreed otherwise by the Member and the Company in writing, no other right exists between the parties and none shall be implied from conduct or otherwise.
- 13.5 Any provision of these Terms and Conditions which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including, but not limited to clause 12 and this clause 13.
- 13.6 All notices required or permitted under these Terms and Conditions shall be made in writing and, if to the Member, at the address specified on the Meraas Application; if to the Company, at its principal office or to such other location that the Company may indicate in writing from time to time.
- 13.7 Except as otherwise provided in Clause 13.2, the Company shall not be bound by any amendment, supplement, cancellation or discharge of the Terms and Conditions except if the same is in writing and issued by the Company.
- 13.8 All waivers of any of the Terms and Conditions by the Company or the Member must be in writing. Any delay or failure by the Company or the Member to exercise a right or privilege under the Terms and Conditions, or a partial or single exercise of that right or privilege shall not constitute a waiver of that or any other right or privilege.
- 13.9 In the event that, pursuant to this Agreement, personal and/or sensitive personal data (as defined in the EU General Data Protection Regulation 2016/679 (the "**GDPR**")) of any individual (the "**Individual Data**") is provided by the Company to the Member or the Member otherwise comes into possession of Individual Data, the Member shall not, by act or omission, i) breach its obligations under the GDPR and/or ii) cause the Company to breach its obligations under the GDPR, whether such breach is in relation to the Individual Data or otherwise.
- 13.10 If a Member has any questions about these Terms and Conditions, please contact customerservice@meraas.ae.