

HUSPY TERMS & CONDITIONS

1. ACCEPTANCE OF TERMS

Thank you for using Huspy. These Terms of Service (the “**Terms**”) are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of Huspy’s website at www.huspy.com (the “**Site**”) and any related mobile or software applications (“**Platform**”) including but not limited to delivery of information via the Site whether existing now or in the future that link to the Terms (collectively, the “**Services**”).

Please read these Terms carefully. By accessing or using the Platform, you are agreeing to these Terms and concluding a legally binding contract with **HUSPY MORTGAGE BROKER - FZCO** a Free Zone Company incorporated in the United Arab Emirates and holding a professional license issued by Trakhees under license no. 2489 and located at Unit 208, Bay Square Building 2, Business Bay, Dubai, United Arab Emirates (hereinafter referred to as “**Huspy**”). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by clicking to accept or agree to the Terms, where it is made available to you by Huspy in the user interface for any particular Service.

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions.

“ Buyers ”	shall mean home buyers, property buyers and real estate buyers who create an account on the Platform for the purpose of receiving the Services.
“ Credit Card ”	shall mean a credit card designated by MasterCard or a Visa card.
“ Debit Card ”	shall mean a debit card designated by MasterCard or Visa card.
“ Platform ”	shall mean the platform we provide whereby you can access the Services as described in more detail herein.
“ Product ”	shall mean any third party product or service that we display on our Platform.
“ Quote ”	shall mean a rate provided by a Service Provider for comparison with other quotes on the basis of the information provided by the Buyer.
“ Services ”	shall have the meaning ascribed to it in clause 6 and 9.
“ Service Provider ”	shall mean banks, building society, financial institutes and financial lenders licensed, regulated and operational in the UAE and the services and products of which are listed on Our Platform.
“ T r a n s a c t i o n Records ”	shall mean a written or electronic record of activity or information pertaining to an account or instruction which may be issued by the bank and includes without limitation, all statements of account, receipts, transaction records or confirmations generated by the bank.

- 2.2. The pronouns “we” “our” and “us” refer to Huspy as used throughout these Terms;
- 2.3. The pronouns “you” and “your” refer to any person accessing and/or using the Platform;
- 2.4. The article headings contained in these Terms are inserted for convenience of reference only and will not affect the meaning or interpretation of these Terms.

3. ELIGIBILITY TO USE THE SERVICES

- 3.1. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms. Customer using the website who are minor/under the age of eighteen (18) shall not register as a user of the site and shall not transact on or use the Site.
- 3.2. Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of Buyer, Service Provider and/or any third party (ies).

4. MODIFICATIONS TO THE TERMS

- 4.1. Huspy may vary or amend or change or update these Terms, from time to time entirely at its own discretion. We kindly advise you and encourage to frequently review the Terms on the Platform and ensure continued compliance with these Terms. Any modifications will be effective on the day they are posted on the Platform. Your use of the Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms. We reserve our right, at any time and without prior notice to you, to suspend or discontinue our Platform or the Services, whether in whole or in part, and delete any accounts in relation thereto, and to amend or modify the Terms to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities and/or features and changes in market conditions affecting our business

5. PROVISIONS OF SERVICES OFFERED BY HUSPY

- 5.1. Huspy is constantly growing in order to provide the best possible experience and information to its Customers. You acknowledge and agree that the Services which Huspy provides, may require affecting certain changes in it, therefore, Huspy reserves the right to make modifications and alterations in any or all of its Contents and Services contained on the Site without any prior notice.
- 5.2. We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.
- 5.3. You acknowledge and agree that if Huspy disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.

6. SERVICE DESCRIPTION

Huspy provides the following Services:

- 6.1. an online platform to connect Buyers with the Service Providers. We do not provide financial, investment or other advice in relation to the Product or Service compared and nor provide a recommendation or endorsement of Service Providers. We do, however, recommend packages and/or products on our comparison page.

- 6.2. offers the Buyers an independent digitized mortgage rate comparison service enabling the Buyers to research and compare the mortgage rates offered by third parties.
- 6.3. allows the Buyers to apply for mortgage pre-approval, upload the required documents for this transaction and obtain a digital format of the mortgage pre-approval.
- 6.4. facilitate an online payment gateway for the Buyers to pay against the Service Provider's invoice for property valuation letter. Please note that we have no control over these charges and the received fund will be deposited to the respective Service Provider's account.
- 6.5. offers Buyers Services free of charge and free of any other costs and expenses. Huspy receive a fee and/or commission from the Service Provider when the Buyer uses Huspy Services to purchase Products.
- 6.6. providing you with a quote we are not making an offer on behalf of the Service Provider to contract with you on those terms. Instead, by submitting your details, you are making an offer to purchase the relevant product from the Service Provider on the terms set out. The contract will be concluded once your offer has been accepted.

7. CREATING AN ACCOUNT WITH US.

- 7.1. If you want to access our Platform as a Buyer, you will be required to
 - (a)create an account on the Platform;
 - (b)complete the required registration;
 - (c)have the legal capacity to enter into binding contracts; and
 - (d)be 21 years of age or over.
- 7.2. . You hereby represent and warrant that you are at least twenty-one (21) years of age and are fully able and competent to understand and agree the terms, conditions, obligations, representations, affirmations and warranties set forth in these Terms.
- 7.3. In creating an account with Huspy, you represent to us that all information provided to us in such a process is true, accurate and correct, and that you will update your information as and when necessary in order to keep it accurate. All information provided by you must be provided in good faith and you may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts or business listings except as otherwise authorized by us, or provide or use false information to obtain access to the Services that you are not legally entitled to claim. We reserve the right to remove or suspend accounts that are not truthful. We reserve the right to remove or suspend accounts that are not truthful. We shall not be liable for any costs, expenses or liabilities incurred by you due to inaccurate information.
- 7.4. You may also be able to register to use the Services by logging into your account with your credentials from certain third party social networking sites (e.g., Google). You confirm that you are the owner of any such social media account and that you are entitled to disclose your social media login information to us. You authorize us to collect your authentication information, and other information that may be available on or through your social media account consistent with your applicable settings and instructions.
- 7.5. All information and interactions you make through your account or through your use of our Platform must be appropriate, factual, and remain professional at all times. You shall at all times, (i) comply with applicable laws, rules and regulations, (ii) must not infringe on any intellectual or proprietary rights of any third party, (iii) must not promote, contain, or display information that is inaccurate, false or misleading in any way to a Services Provider in any way whatsoever, including but not limited to, impersonating or

purporting to impersonate any other person, and (v) must not be offensive, illegal or inappropriate in any way.

- 7.6. You are responsible for maintaining your login information confidential and secure at all times. You hereby agree not to permit any other person to use your username and password and not to disclose or provide any other person your username, your password or any other information that may allow any other person to gain access to your account which you will be liable for such unauthorized access. You will remain responsible for all activity that occurs through or associated with your account (including but not limited to, any violations of clause 4 and 14). For the avoidance of any doubt, you may not use the account of anyone else or set-up more than one account for yourself (especially if your account has been suspended or deleted by us for any reason). We do not accept responsibility for any activity that occurs through your account.
- 7.7. We reserve the right to reject or approve any request to create an account, to suspend your account and/or to delete your account at our sole discretion without any liability for the same.

8. SERVICE PROVIDERS.

- 8.1. We do not under any circumstances guarantee the accuracy, reliability, quality, availability or sustainability of any Service Provider or the Services provided by them. The Buyers and the Service Providers should exercise caution and common sense when interacting with each other and shall remain responsible for protecting themselves and their property at all times while using our Platform and the Services.
- 8.2. A Buyer having used the Service of a Service Provider may be able to leave positive feedback about the Service Provider through the methods provided. Should you have a complaint or comment to make about a Service Provider, you can submit such complaint or comment to us in writing at the email address provided in these Terms.

9. THE SERVICES.

- 9.1. Huspy's technology matches the Buyers with the best personalized interest rate that matches with each Buyer's profile. Post selecting their preferred mortgage, the Buyers are able to view their mortgage payment breakdown and adjust their down payment or loan term if needed.
- 9.2. Huspy facilitates the mortgage pre-approval stage, by allowing the Buyers to upload the required documents on the Platform and submit the same to us. Huspy will then send the profile and uploaded documents to the selected Service Provider to analyse the application.
- 9.3. The Buyers will need to answer a number of questions on the Platform in order to compare or obtain a quote for any Product and/or Services. These questions are designed to ensure that we and all Service Providers have all the information necessary to provide you with appropriate and timely information relating to the Products and/or Services in which you are interested. Aspects of a Product and/or Services will be determined by the answers you provide to these questions. It is therefore very important that you answer all of the questions truthfully, completely and accurately and that you disclose all relevant facts. Failure to do so could invalidate the Service and/or Product made available to you.
- 9.4. We pass on the information you have provided to the Service Providers for the purpose of providing a rate comparison as well as applying for a mortgage pre-approval.
- 9.5. It is your responsibility to identify and correct any mistakes or errors in the information, content, material or data before you obtain any Product from a Service Provider or apply for a mortgage pre-approval. Failure to do so could invalidate the Product and/or mortgage pre-approval.
- 9.6. Assuming your mortgage pre-approval application is successful, you will receive:
- (a) digital pre-approval letter;
 - (b) notification on arranging for property valuation; and

(c)an option to pay the Service Provider's invoice for property valuation letter via Huspy.

- 9.7. The Products, rates and prices displayed on our Platform are not provided by us but by third parties over whom we do not have control.
- 9.8. You should always check the suitability, adequacy and appropriateness of the Product that is of interest to you. It is your responsibility to satisfy yourself that you wish to obtain any Product before applying for it. If you are in any doubt as to the suitability, adequacy or appropriateness of any Product referred to on the Platform, we suggest that you seek independent professional advice before you obtain it.
- 9.9. The Platform provide information on a wide range of Products and Services but there may be other products or services available on the market which are not shown on the Platform and which may be more appropriate or suitable for you than those shown on the Platform.

10. GENERAL TERMS

- 10.1. **Third Party Terms and Conditions.** Certain features of the Platform or the Services will be subject to additional terms and conditions from third parties and Service Providers. It shall be your responsibility to inform yourself of the Service Provider's terms and conditions before availing a Service (including but not limited to their terms and conditions regarding payment, cancelation and liability). Terms and conditions may differ from Service Provider to Service Provider and may be amended without prior notice to you. Such terms and conditions shall form an integral part of these Terms and any such third party and/or Service Provider shall have the right to enforce such terms and conditions against you.
- 10.2. **License to Use.** Subject to the rest of the content of these Terms, we hereby grant you a non-transferable, non-exclusive, revocable, limited license to use and access our Platform in accordance with these Terms but reserve our right to revoke any or all of such authorizations at any time.
- 10.3. **Certain Restrictions.** Without limiting the generality of these Terms in using the Services on the Platform, you agree that the rights granted to you under these Terms are subject to the following restrictions:
- (a) You may not and shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of our Platform or any of the content thereof;
 - (b) You may not and shall not access our Platform in order to build a similar or competitive Platform, product, and/or service;
 - (c) Except as expressly stated herein, no part of our Platform may be copied, modified, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to linked, framed, hyperlinked or deep-linked into any other platform, without our express written consent; and
 - (d) Unless otherwise indicated, any future release, update, or other addition to functionality of our Platform shall be subject to these Terms or modified version of the same.
 - (e) Disguises or attempts to disguise the origin of any information submitted on our Platform (i.e. submitting false documents to obtain a mortgage pre-approval or falsely states, misrepresents, or conceals Your affiliation with another person or entity)
- 10.4. **No Support, Maintenance, or Protection.** You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with our Platform or your use thereof. We also cannot guarantee that there will be no viruses or other harmful code embedded in our Platform which could adversely affect the device you are accessing it from. It shall be your sole responsibility to ensure that your device is adequately protected against such threats.

10.5. **Term.** These Terms shall remain valid and apply at all times during your use of the Platform and the Services. Without limiting the generality of the foregoing, these Terms (as many be amended from time to time) shall apply and shall continue to apply each and every time you open an account with us, avail or book a Service through our Platform and/or otherwise access our Platform for any other reason.

10.6. **Territory.** This Platform is intended for use only by UAE residents. If you choose to use the Platform from locations outside the UAE, you do so at your sole risk.

11. EXCLUSIONS OF LIABILITY.

11.1. We make no representations, guarantees or warranties with regards to the quality of the services provided by the Services Providers nor the accountability of the parties.

11.2. The Buyers and the Service Providers are all independent contractors and as such, we have no control over, nor do we accept any responsibility for them in any way whatsoever. You agree to indemnify and hold us (our affiliates, officers, employees, and agents) harmless from any and all claims and demands (including reasonable costs and attorneys' fees) arising out of (a) your use of our Platform and the Services, (b) your violation of these Terms or any other terms or guidelines referred to herein (including third party or Service Provider terms and conditions), or (c) your violation of applicable laws and regulations. We reserve our right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to fully cooperate with us with regards thereto and not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11.3. For the avoidance of doubt, we shall not be responsible in any way whatsoever, for any liability, cost, expense, loss or damage, including for property or person, whether by injury or otherwise, caused by a Service Provider or a Buyer on any other party, or any third party. You agree to indemnify and hold us harmless for any and all liability, damages, claims, costs, losses or expenses (including reasonable legal fees) incurred as a result of your action or inaction in relation to the Service or these Terms, whether in the form of a suit, claim or similar action.

12. PAYMENT.

12.1. You agree to pay any fees and/or other charges incurred by you in accordance with any payment provisions set out on the Platform.

12.2. In general, payment for a Product will be made directly to the Service Provider when applying for that Product.

12.3. Where full payment for a Product is required on the Platform (for example, for the property valuation letter) it should be made in the secure area of the Platform at the time of application for the Product. Payment methods other than those stated on the Platform will not be accepted. We may charge you any handling fees that we or the relevant Service Provider may incur in respect of your application. We will always inform you of any such charges before they are incurred.

12.4. You may apply for the property valuation letter on the Platform. You will then be directed to a payment section of the Platform where you can pay for the property valuation letter. When you apply and pay for property valuation letter through the Platform, you receive the Service pursuant to these Terms as well as the Service Provider's terms and conditions, including but not limited to the Service Provider's cancellation policy, payment terms, terms of liability etc. Any contract entered into will be between you and the Service Provider.

12.5. We accept online payments using Credit Cards or Debit Cards in the following currencies: United Arab Emirates Dirham (AED) and United States Dollars (USD).

- 12.6. The cardholder must retain a copy of Transaction Records and merchant policies and rules.
- 12.7. Delivery and Shipping Policy.
- (a)www.huspy.com will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the laws of UAE.
- (b)Multiple transactions may result in multiple postings to the cardholder’s monthly statement.
- 12.8. Refund Policy.
- (a)Refunds will be made onto the original mode of payment and will be processed within 10 to 45 days depends on the issuing bank of the Debit or Credit Card.

13. INTELLECTUAL PROPERTY.

- 13.1. You acknowledge that any and all intellectual property rights, including copyrights, patents, trademarks, service marks, logos, trade names, trade secrets and other intellectual property and proprietary rights (collectively “**Intellectual Property**”) on our Platform are owned by us or our suppliers (as applicable). Neither these Terms (nor your access to or use of our Platform or the Services) shall constitute a transfer, assignment or grant of any ownership rights to you or any third party, any rights, title or interest in or to such Intellectual Property, except for the permitted limited access rights expressly set forth in clause 3.2 above. We reserve all of our rights not granted in these Terms and reserve the same for our third party providers. For the avoidance of any doubt, there are no implied licenses granted under these Terms or by your use of our Platform.
- 13.2. You agree not to use any framing techniques to enclose any Intellectual Property of Huspy or Our suppliers; or remove, conceal or obliterate any Intellectual Property, including, the size, colour, location or style of any Intellectual Property. Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available/possible remedies under Governing Law.

14. THIRD-PARTY SERVICES, LINKS & ADS AND OTHER USERS.

- 14.1. Our Platform may contain links or the usage of third-party websites and services and/or display advertisements for third parties (collectively “**Third-Party Services, Links & Ads**”). We do not review, approve, monitor, endorse, warrant, or make any representations with respect to any Third-Party Services, Links & Ads found on the Platform and hereby expressly disclaim any and all liability in relation thereto. Please note that your use of such Third-Party Services, Links & Ads will be governed by the terms of service and privacy policy applicable to the corresponding third party. Access to Third-Party Services, Links & Ads have been provided for your convenience only. Your use of any Third-Party Services, Links & Ads shall be at your own risk.
- 14.2. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from Third-Party Services, Links & Ads on the Platform.
- 14.3. We do not screen or investigate Third-Party Services, Links & Ads before or after including it on the Platform.
- 14.4. Third-Party Services, Links & Ads, does not reflect our views or that of our, employees, directors, or shareholders. We assume no responsibility or liability for any third party content.
- 14.5. Your interactions with other Platform users and/or third parties shall be solely between you and such other users and/or third parties. We will not accept responsibility for any loss, damage, cost, expense or other liability having occurred as a result of any such interactions, including but not limited to those between

Buyers and Service Providers. If there is a dispute between you and any other Platform user and/or third party, we are under no obligation to become involved or defend the same.

- 14.6. Certain activities, whether legal or illegal, may be harmful to you and to others. For your own protection and for the protection of others, you may not at any time during your use of our Platform or the Services:
- (a)harass or abuse other users and/or third parties, whether by threatening, stalking, spamming, transmitting junk mail, chain mail and/or any other form of harassment and/or abuse;
 - (b)violate the privacy of other users and/or third parties, either by infringing applicable privacy laws, soliciting personally identifiable information for the purposes of harassment, exploitation, commercial activities, promotional activities, or any other reason which is contrary to the reason such information was;
 - (c)unfairly interfere with any other user or third party's uninterrupted use and enjoyment of the Services and/or our Platform;
 - (d)upload or transmits viruses or other harmful, disruptive or destructive files; or
 - (e)disrupt, interfere with, or otherwise harm or violate the security of our Platform, system resources, accounts, passwords, servers or networks connected to or accessible through our Platform.
- 14.7. You hereby release and fully discharge us and our affiliates, officers, employees, agents, successors and assigns (as applicable) from and against each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind (including personal injuries, death, and property damage) that has arisen or arises directly or indirectly, in whole or in part, out of your use of our Platform (including any and all interactions with, or act or omission of, other Platform users and/or Third-Party Services, Links & Ads).

15. DISCLAIMERS.

- 15.1. Our Platform and all of the information hereon, is provided on a strictly "as is" basis. We expressly disclaim any and all warranties and conditions of any kind, whether express, implied or statutory, including without limitation, warranties and conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy and non-infringement. We do not issue any warranties that the Platform or the Services will meet your requirements and/or expectations, will be available on an uninterrupted, timely, secure and error-free basis, or will be accurate, reliable, free of viruses or without other harmful code, complete, legal or safe at all or any times. If applicable law requires any warranties with respect to our Platform and/or the Services to be given, all such warranties are limited in nature and duration to the minimum requirements imposed on us by law.

16. LIMITATION ON LIABILITY.

- 16.1. To the maximum extent permitted by applicable laws, in no event will we accept any liability to you or any third party for any loss of profits, loss of data, costs of procurement of substitute goods, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or in relation to these Terms and/or your use, or inability to use, our Platform and/or the Services. Access to, and your use of our Platform or the Services, shall be strictly at your own risk. By accessing our Platform or the Services, you accept sole responsibility for any damage to your person, your belongings, and/or the device you are accessing our Platform from and/or any loss resulting therefrom.
- 16.2. To the maximum extent permitted by law and notwithstanding anything herein to the contrary, our maximum liability arising from or in relation to these Terms, your use of our Platform (for any cause whatsoever and in any form of action) and/or the Services, shall be limited to fifty USD (\$50.00). The existence of more than one claim will not enlarge this limit as it shall be in the aggregate. You agree that our suppliers will have no liability of any kind arising from or relating to these Terms.
- 16.3. We will not be liable to you for any breach of these Terms caused by any event beyond our reasonable control including but not limited to, acts of God, explosions, floods, tempests, fires or accidents; wars or threats of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, by-laws, decrees or laws, prohibitions or measures of any kind on the part of any governmental, parliamentary

or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining materials, labor, fuel, parts or machinery; power failure or breakdown in machinery.

- 16.4. These Terms shall not affect your legal rights whether under any mandatory consumer protection laws, which cannot be excluded or limited by applicable law.
- 16.5. To the fullest extent permitted by applicable law, in no event shall Huspy be liable to you for any damages resulting from any (i) errors, mistakes, or inaccuracies of content and/or (ii) any unauthorized access to or use of our Platform and/or any and all personal information stored therein, and/or (iii) any interruption or cessation of transmission to or from our Platform, and/or (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Platform by any third party, and/or (v) any loss of your data or content from the Platform, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, or otherwise made available via the Platform, whether based on warranty, contract, tort, or any other legal theory, and whether or not Huspy are advised of the possibility of such damages, and/or (vii) the disclosure of information pursuant to these Terms, and/or (viii) your failure to keep your password or account details secure and confidential, in no event shall Huspy be liable to You for any indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, however caused and under any theory of liability, including but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

17. INDEMNIFICATION

- 17.1. You agree to indemnify, defend, and hold harmless Huspy from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with: (i) Your Content, (ii) your unauthorized use of the Services; (iii) your access to and use of the Services; or (iv) your breach of these Terms, including, but not limited to, any infringement by You of the copyright or intellectual property rights of any third party. We retain the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against Us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

18. TERM AND TERMINATION.

- 18.1. Subject to this clause, these Terms will remain in full force and effect for the entire time that you use the Platform or receive the Services. We may terminate your use of the Platform and/or receive the Services and deny you access to the Services and Platform in our sole discretion for any reason or no reason, including your violation of these Terms. You agree that any termination of your account to book Services and use the Platform, may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services and Platform. Even after your rights under these Terms have been terminated, the following provisions of these Terms will remain in effect and shall be fully enforceable against you under law: clauses 11,12, 13, 14, 15, 16, 17,18, 19 and 20.

19. GOVERNING LAW AND DISPUTE RESOLUTION.

- 19.1. These Terms shall be governed and construed in accordance with the laws of United Arab Emirates (“**Governing Law**”) as enforced from time-to-time.

19.2. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms shall be amicably resolved between us within ninety (90) days from the date thereof. Failure to reach amicable settlement shall cause the dispute to be referred to and finally settled by the Dubai International Financial Centre courts.

20. GENERAL.

20.1. **Survival of Agreement.** These Terms will survive the termination of your account with us for a period of five (5) years from the date you last visited our Platform.

20.2. **Electronic Communications.** All communications between you and Huspy will be in electronic form. For contractual purposes, you (i) consent to receive communications from us in an electronic form and (ii) you agree that all terms and conditions, agreements, notices, disclosures, and other forms of communication that we may provide you with, satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy. The foregoing does not affect any non-waivable rights.

20.3. **Entire Terms.** These Terms, together with our privacy policy and cookies policy, constitute the entire agreement between us and you concerning the use of our Platform and the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. Any or all of the rights and limitations set forth in these Terms may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of these Terms. If any part or parts of these Terms are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of these Terms shall continue in full force and effect. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may freely assign these Terms at our sole and absolute discretion. The terms and conditions set forth in these Terms shall be binding upon assignees.

20.4. **Copyright/Trademark Information.** Copyright © 2020. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on our Platform and in relation thereto are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

20.5. **Contact.** If you have any questions about these Terms and Condition, or would like to contact us for any other reason, you may reach out to us by:

Post: Unit 208, Bay Square Building 2, Business Bay, Dubai, United Arab Emirates PO Box 6769

Telephone: +971 58 106 8459

Email address: hi@huspy.com

Telephone calls that you make to our customer services help line may be monitored and/or recorded. This will help us to train our staff and improve our service to you. A recording will only be used under proper and careful supervision. Our customer service help line is available between Sunday to Thursday 9am and 5pm.