

## TERMS OF SERVICE

Last updated: DECEMBER 22, 2017

### 1. Acceptance of Terms

The following instrument consists of the terms and conditions governing your (“you” or “user”) access to and use of FEED TECH FZCO (“Feed” or “We”) website <http://feed-app.com> (“Website”), the application (“App”) and Services (defined below) therein available here. These terms of service (“Terms”) constitute a binding agreement between you and Feed, and by continuing to use and/or utilize the Website/App, you (a) acknowledge that you have read and understand these Terms; (b) represent that you are of legal age to enter into a binding agreement; and (c) accept these Terms and agree that you are legally bound. If you do not understand and/or agree to these Terms, you should immediately exit the Website/App and avoid making any use of it.

### 2. End User License Agreement (EULA)

- 1) License to Use. Feed hereby grants you a revocable, non-exclusive, non-transferable, limited right and license to access and use the Services. The term of your License shall commence on the date that you create your account and will end if your account is terminated by either you or Feed. Feed reserves the right to immediately terminate your license if you use the Services in breach of the Terms set forth herein.
  
- 2) Ownership of Feed Intellectual Property Rights (“IP Rights”). All Feed IP Rights evidenced by or embodied in the Website/App, including without limitation the Services (with the exception of the Reviews, as defined below), any underlying software, platforms, algorithms, technology, Website design, any information, services, texts, files, Feed videos, various applications, social graphs, organization, structure, specifications, application “look and feel,” navigation, features and related content that may be created in connection with the use of or registration to the Website/App and/or other proprietary materials (“Materials”) are the property of Feed which retains all right, title and interest in connection therewith. No transfer or grant of any of Feed IP Rights is made or is to be implied by any provision of these Terms or by any other provision contained in the Website/App with respect to the Materials or otherwise. All rights not expressly granted to you herein are reserved by Feed.
  
- 3) License Restrictions. You agree not to: (i) commercially exploit the Services in any way; (ii) provide your password or otherwise grant access to your Feed account to any third parties for any purpose whatsoever; (iii) reverse engineer, decompile, disassemble, translate, or prepare derivative works of the Website/App, or otherwise modify the same, in whole or in part; (iv) use the Services to display material that may be subject to copyright protection

without the express consent of the copyright owner; (v) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained within the Website/App; or (vi) otherwise access or utilize the Website/App in any manner other than permitted by these Terms.

### **3. User Generated Content**

- 1) Ownership of User generated content (“Content”). You own your Content. The Content means any opinion, feed, product or service ratings or reviews, written expressions, in any form or media, and/or any works of authorship that you may provide to Feed in connection with these Terms. All the intellectual property rights in and to the Content you write are your property and you retain all right, title and interest in connection therewith.
- 2) Responsibility of Content. You assume all risks associated with your Content, including anyone's reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.
- 3) Feed’s right to use your Content.  
We may use your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, and distributing it. As such, you hereby irrevocably grant us a perpetual, non-exclusive, royalty-free, assignable, and transferable right to use your Content for any purpose. You also irrevocably waive, and cause to be waived, against Feed and its users any claims and assertions of moral rights or attribution with respect to your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of your Content.
- 4) Feed’s Limitation of liability. Feed shall not be liable for any and all parts of your Content and shall be entitled, under its sole discretion, to remove or edit any of your Content which Feed believe to be inaccurate, inappropriate or otherwise not in compliance with these Terms. Nothing in these Terms obligate Feed to display your submitted Content

### **4. Collection and Use of Your Information.**

All Information we collect through or in connection with the Website/App is subject to our Privacy Policy. By downloading, installing, using and providing

Information to or through the Website/App, you consent to all actions taken by us with respect to your Information in compliance with the Privacy Policy.

User is responsible for maintaining the **confidentiality** of his account

## **5. Payment for services:**

Visa or MasterCard debit and credit cards in **AED** will be accepted for payment.

Cardholder must retain a copy of **transaction records** and Merchant policies and rules.

Once the payment is made, the confirmation notice will be sent to the client via email within 24 hours of receipt of payment.

We don't issue any refund for any services once it's used/purchased. We recommend contacting us for assistance if you experience any issue with any of the services.

## **6. Disclaimer**

THE WEBSITE, INCLUDING WITHOUT LIMITATION MATERIALS, SERVICES AND CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FEED DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

FEED DOES NOT WARRANT THAT THE MATERIALS, SERVICES AND CONTENT AVAILABLE IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS WEBSITE OR THE SERVER(S) THAT MAKES THIS SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

FEED DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE MATERIALS, SERVICES OR CONTENT IN THIS WEBSITE OR ITS RESULTS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE WEBSITE, OR RELIANCE ON ANY OF THE SERVICES BY FEED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **7. Limitation of Liability**

TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL FEED AND ITS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING BUT NOT DEROGATING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR AND/OR YOUR END USERS' USE OF THE WEBSITE, OR RELIANCE ON ANY OF THE SERVICES BY FEED, INCLUDING WITHOUT LIMITATION INSTALLATION, INTEGRATION AND IMPLEMENTATION SERVICES OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY FAILURE TO PERFORM BY FEED.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS ARE MATERIAL BARGAINED FOR BASIS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN YOUR DECISION TO ENTER INTO THESE TERMS.

## **8. Restricted Section**

We abide by local alcohol laws. You acknowledge that the Website/App may include, refer to, or contain content, features and Services which make reference to alcohol. Such parts of the Website/App are intended for the use of only specified persons (Restricted Section). You are allowed to use the Restricted Section only if you represent that you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the Website/App. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you are therefore not permitted to access the Restricted Section. You expressly acknowledge and agree that any use of the Restricted Section in breach of the applicable laws or regulations will be at your sole risk and in no event will Feed have any liability arising for or related to such use, whatsoever.

We will not trade with or provide any services to **OFAC and sanctioned countries**.

Customer using the website who are Minor /under the **age of 18** shall not register as a User of the website and shall not transact on or use the website

## **9. Indemnification**

You agree to defend, indemnify and hold Feed and anyone on its behalf, including but not limited to, all of its owners, managers, officers, affiliates and employees, harmless against any losses, expenses, costs, claims, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) your breach of these terms; (ii) breach of the Terms of the EULA; (iii) any misrepresentation made by you to any third party; (iv) any third party claim in respect of the Content.

## **10. Termination**

We may terminate these Terms and/or suspend your right to access or use any portion or all of the Website/App immediately for cause without notice. Upon termination you shall immediately cease using the Website. The following Sections shall survive: 2, 3.1, 5-10.

Without derogating from any other right and remedy provided under law and/or these Terms, Feed reserves the right to limit or revoke your license and access to and/or use of this Website/App and/or the Content in its sole discretion, at any time, and for any reason, including, but not limited to technical difficulties or violation of these Terms. If your license to use the Services expires or is terminated, Feed may, without notice, delete or deny you access to the Website/App.

## **11. Severability**

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

## **12. Governing Law and Competent Jurisdiction**

These Terms are governed by and construed in accordance with the laws of the Dubai International Financial Centre ("DIFC"), without giving effect to any choice or conflict of law provision or rule (whether of the Dubai International Financial Centre or any other jurisdiction). Any legal suit, action or proceeding arising out of or related to these Terms shall be instituted exclusively in the DIFC Court, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your jurisdiction of residence or any other relevant

jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **13. Waiver**

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

### **14. Limitation of Time to File Claims**

Any cause of action or claim you may have arising out of or relating to this agreement or the application must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.