

TERMS & CONDITIONS

Please read these terms and conditions carefully before using our digital platforms

These Terms and Conditions tell you the rules for using our digital platforms (our website, our mobile site and app) (“platforms”).

By using our platforms you accept these terms

By using our platforms, you confirm that you accept these Terms and Conditions and that you agree to comply with them. If you do not agree to these terms, you must not use our platforms.

Materials on the Platforms

Flip media Ltd will use reasonable efforts to include accurate and up-to-date information on the platforms. However, by accessing or linking to the platforms, you assume the risk that these platforms and the materials they contain, or may in the future contain, may be incomplete, inaccurate, out of date, or may not meet your needs and requirements. Flip media Ltd assumes no obligation to update the materials.

Changes to these terms

Flip media Ltd reserves the right, at our complete discretion, to modify these terms at any time and such modification shall become effective by posting the modified terms on the platforms. It is your responsibility to check periodically for any modifications we may make to these terms. Your continued use of the platforms will be deemed as acceptance of the modified terms. If you do not agree to the modified terms you should not access or use the platforms and must cease using them immediately.

Changes to the platforms

We may update and change our platforms from time to time to reflect changes in our products, our users’ needs and our business priorities.

THIRD-PARTY WEBSITES AND LINKS

The platforms may contain links or references to other websites maintained by third parties over whom Flip media Ltd has no control. Flip media Ltd is not responsible for the privacy practices or content of those sites. Similarly, the platforms may be accessed from third-party links over which Flip media Ltd has no control. Flip media Ltd makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such websites and shall have no liability for any damages or injuries of any kind arising from such content or information. Inclusion of any third-party link does not imply an endorsement or recommendation by Flip media Ltd.

TRADEMARKS, COPYRIGHTS AND RESTRICTIONS

The platforms are controlled and operated by Flip media Ltd. All material on these platforms, including, but not limited to, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by Flip media Ltd, its related companies or by other parties that have licensed their material to Flip media Ltd.

Material on these platforms is solely for your personal, non-commercial use. Such material may not be copied, reproduced, republished, exchanged, modified, uploaded, posted, transmitted, stored or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of Flip media Ltd. Use of the material on any other website or networked computer environment, or use of the material for any purpose other than personal, non-commercial use is a violation of Flip media Ltd's copyrights, trademarks and other proprietary rights, and is prohibited. Use of material in contravention of this section may result in civil or criminal liability, and your rights to use our platforms will cease immediately and you must, at our option, return or destroy any copies of the material you have made.

Your Content

Unacceptable Content

The platforms may contain discussion forums, bulletin boards, video and photograph boards, review services or other forums in which you or third parties may post contributions, both current and historical, including reviews, messages, materials or other items on the Website ("Interactive Areas"). Where Flip media Ltd provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and may only use them at your own risk.

By using any Interactive Areas, you expressly agree not to post, upload, transmit, distribute, store, create or otherwise publish through these platforms any of the following:

1. any message, data, information, text, music, sound, photographs, videos, graphics, code or other material ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, racist or otherwise objectionable;
2. Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
3. Content that contravenes the laws of the United Arab Emirates by: abusing an Islamic holy shrine or ritual, including (without limitation) where such shrine or ritual is protected under the Islamic Sharia (religious) law; defaming any of the divine religions, including an act or theme which is blasphemous and/or defamatory to Arabs or any Muslims as an individual or a group or to any Arab or Muslim head of state, royal family and/or national symbol (for example the flag);

4. any Content that is held to include prohibited content as set out in the Internet Guidelines of the Telecommunications and Digital Government Regulatory Authority available here;
5. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
6. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
7. Content that involves unsolicited promotions, political campaigning, advertising or solicitations, including Content that involves the transmission of junk mail, chain letters or unsolicited mass mailing, instant messaging, spinning or spanning or provides links to other websites or webpages;
8. Content that includes the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, ID numbers and credit card numbers;
9. Content that includes viruses, corrupted data or other harmful, disruptive or destructive files;
10. Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted;
11. Content that breaches these terms or Flip media Ltd's Privacy Policy; or
12. Content that, in the sole judgment of Flip media Ltd, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the platforms, or which may expose Flip media Ltd or its affiliates or its users to any harm or liability of any type.

Although Flip media Ltd has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Flip media Ltd reserves the right, and has absolute discretion, to remove, screen or edit, without notice, any Content posted or stored on the platforms at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the platforms at your sole cost and expense.

Any use of the Interactive Areas or other portions of the platforms in violation of the foregoing terms violates these terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the platforms.

In order to:

1. cooperate with legitimate governmental requests, order of a court of competent jurisdiction or pursuant to any written law;
2. to protect Flip media Ltd's systems and customers; or
3. to ensure the integrity and operation of Flip media Ltds business and systems,

Flip media Ltd may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, email address,

etc.), IP addresses and traffic information, usage history, and posted Content. Flip media Ltd will disclose any such information in accordance with the Privacy Policy.

Right to Use

By posting or distributing Content to or through the platforms, unless we indicate otherwise, you

1. grant Flip media Ltd and its affiliates a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content throughout the world in any media, now known or hereafter devised;
2. grant Flip media Ltd and its affiliates and sublicensees the right to use the name that you submit in connection with such Content, if they choose; and represent and warrant that you own and control all of the rights to the Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such Content to or through the platforms; such Content is accurate and not misleading; and use and posting or other transmission of such Content does not violate these terms and will not violate any rights of or cause injury to any person or entity; and
3. grant Flip media Ltd the right to pursue at law any person or entity that violates your or Flip media Ltds rights in the Content by a breach of these terms.
4. You represent and warrant that: you have all necessary licenses, rights, consents and permissions to use and authorise us to display your Content (including any third party personal information) on the platforms; and
5. you will not make any Content that infringes the intellectual property rights of any third party.

Content submitted by users will be considered non-confidential and TFlip media LtdC is under no obligation to treat such Content as proprietary information.

Without limiting the foregoing, Flip media Ltd reserves the right to use the Content as it deems appropriate.

Flip media Ltd is under no obligation to offer you any payment for Content that you submit or the opportunity to edit, delete or otherwise modify Content once it has been submitted to Flip media Ltd. Flip media Ltd shall have no duty to attribute authorship of Content to you, and shall not be obligated to enforce any form of attribution by third parties.

If it is determined that you retain any moral rights (including rights of attribution or integrity) in the Content, you hereby declare that (a) you do not require that any personal information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by Flip media Ltd or its licensees, successors and assigns; (c)

you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and (d) you forever release Flip media Ltd and its licensees, successors and assigns, from any claims that you could otherwise assert against Flip media Ltd by virtue of any such moral rights.

Disclaimers

The platforms and these Terms and Conditions

The platforms and the information and materials on the platforms are provided to you "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, quality, fitness for a particular purpose, or non-infringement.

The information contained herein may contain inaccuracies and typographical errors. Flip media Ltd makes no warranties or representations, express or implied, as to the accuracy, completeness or reliability of any facts, advice, opinions, views, statements, recommendations or other information displayed on or distributed through the platforms. You acknowledge that any reliance upon any such facts, advice, opinions, views, statements, recommendations, or other information is at your sole risk.

Flip media Ltd makes no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of the platforms. The platforms may be temporarily unavailable due to maintenance or malfunction of computer equipment. Flip media Ltd does not warrant that the platforms will be uninterrupted or error-free, that defects in the platforms will be corrected, or that the platforms or the servers that make them available are free from viruses or other harmful components.

You are responsible for configuring your information technology, computer programmes and platform to access the platforms. You should use your own virus protection software.

Limitations of Liability

To the extent permitted by law, under no circumstances, including, but not limited to, negligence, shall Flip media Ltd be liable to you for damages of any kind whether based in tort, contract, strict liability or otherwise, including, without limitation, any direct, indirect, incidental, special, punitive, exemplary or consequential damages resulting from or in connection with:

1. the platforms or the information it contains or any errors or omissions in the technical operation of the platforms, even if Flip media Ltd has been advised of the possibility of such damages, whether caused in whole or in part by negligence, acts of God, telecommunications failure, or theft or destruction of, or unauthorized access to, the platforms;

2. any delay or partial or total failure by Flip media Ltd to perform any of its obligations to you under these Terms and Conditions; your participation in any Competition or Voting provided by Limitations of Liability

To the extent permitted by law, under no circumstances, including, but not limited to, negligence, shall Flip media Ltd be liable to you for damages of any kind whether based in tort, contract, strict liability or otherwise, including, without limitation, any direct, indirect, incidental, special, punitive, exemplary or consequential damages resulting from or in connection with:

3. the platforms or the information it contains or any errors or omissions in the technical operation of the platforms, even if Flip media Ltd has been advised of the possibility of such damages, whether caused in whole or in part by negligence, acts of God, telecommunications failure, or theft or destruction of, or unauthorized access to, the platforms;
4. any delay or partial or total failure by Flip media Ltd to perform any of its obligations to you under these Terms and Conditions; your participation in any Competition or Voting provided by Flip media Ltd on the platforms;
5. any statements, representations or Content provided by its users in any public forum, personal home page or other Interactive Area;
6. any Content posted, stored or uploaded by you or any third party, nor for any loss or damage thereto; any
7. any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity, violations of law (including the laws of the United Arab Emirates) you may encounter on the platforms.
8. on the platforms;
9. any statements, representations or Content provided by its users in any public forum, personal home page or other Interactive Area;
10. any Content posted, stored or uploaded by you or any third party, nor for any loss or damage thereto; any
11. any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity, violations of law (including the laws of the United Arab Emirates) you may encounter on the platforms.

Indemnity

You shall indemnify and hold Flip media Ltd and its affiliates and each entity's directors, officers and employees harmless in respect of any claim, loss, liability, damage or expense (including reasonable legal fees and expenses) arising out of or in connection with:

1. any claim that the Content infringes the intellectual property rights of a third party;
2. any breach of any warranty, representation or obligation in or arising out of these terms; and
3. Your use of the platforms in violation of these terms; and
4. arising from your use or conduct on the platforms.

PRIVACY

Flip media Ltd respects the privacy of its digital platform users. Please refer to Flip media Ltd Privacy Policy, which discloses the privacy practices with respect to information that you may disclose or may otherwise be collected on the platforms. Any changes to Flip media Ltd will be handled in accordance with the terms set forth therein.

GOVERNING LAWS

This Terms of Use shall be governed by and construed in accordance with the laws of Abu Dhabi, the United Arab Emirates and the parties agree that any legal actions, proceedings or disputes related to use of the platforms and these terms shall be submitted to the exclusive jurisdiction of the Courts of Abu Dhabi, United Arab Emirates.

MISCELLANEOUS

If any provision of these terms is held to be unlawful, void or unenforceable, the remaining provisions of these terms will remain in place.