

Website Terms of Use

sellerdrive.emexauto.com is a copyrighted work belonging to EMEX DWC-LLC. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

These Terms of Use describe the legally binding terms and conditions that oversee your use of the Site. By logging into the Site, you are being compliant with these terms and you represent that you have the authority and capacity to enter into these Terms.

You should be at least 18 years of age to access the site. If you disagree with all of the provisions of these terms, do not log into and/or use the site.

Accounts

Account Creation. For you to use the Site, you have to start an account and provide information about yourself. You warrant that: (a) all required registration information you submit is truthful, up-to-date and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section.

Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You approve to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Access to the Site

Subject to these Terms. Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal use.

Certain Restrictions. The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (b) you shall not access the Site in order to build a similar or competitive website; and (c) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Company reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that the Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

No Support or Maintenance. You agree that the Company will have no obligation to provide you with any support in connection with the Site.

Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Note that these Terms and access to the Site do not give you any rights, title or interest in or to any intellectual property rights, except for the limited access rights expressed in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

Acceptable Use Policy.

You agree not to: (i) upload, transmit, or distribute to or through the Site any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising,

promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site, whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to the Site.

If you provide Company with any feedback or suggestions regarding the Site, you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it believes appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary.

You agree to indemnify and hold Company and its officers, employees, and agents harmless, including costs and attorneys' fees, from any claim or demand made by any third-party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations. Company reserves the right 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 without the prior written consent of the Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Cookies and Web Beacons. Like any other website, sellerdrive.emexauto.com uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Disclaimers

The site is provided on an "as-is" and "as available" basis. We and our suppliers make not guarantee that the site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Limitation on Liability

To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Applicable law and jurisdiction UAE.

General

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site.

Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The word “including” means “including without limitation”. If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Companies may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

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