

Terms and Conditions

Terms and Conditions_UAE_ October 11, 2017

LEGAL INFORMATION

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND YO NEIGHBOR! STATING THE TERMS THAT GOVERN YOUR USE OF THE APP. BY ACCESSING AND USING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE APP. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU, FOR AVOIDANCE OF DOUBT, ACCESSING THE APP MEANS THAT YOU HAVE READ AND ACCEPTED THOSE TERMS AND CONDITIONS: YOU CAN NOT MAKE ANY CHANGES, ADDITIONS OR DELETIONS TO THE APP. ANY ATTEMPT THAT YOU MAY MAKE TO DO ANY CHANGES, ALTERATIONS OR AMENDMENT ARE OF NO EFFECT ON YO NEIGHBOR! AND YOUR RELATIONSHIP THEREWITH, FURTHERMORE, THEY ARE NOT ACCEPTABLE AND YO NEIGHBOR! WILL REFUSE YOUR ACCESS TO THE APP FOR NONCOMPLIANCE WITH ANY OF THE TERMS OF THIS AGREEMENT.

Terms and Conditions

1. ACCEPTANCE OF TERMS AND CONDITIONS

Yo Neighbor! (the "App") is a community Content Application operated by Yo Neighbor! and its affiliates (referred to as "Yo Neighbor!" or "we"). Content (as defined in Clause 3 below) is uploaded by Yo Neighbor! and other users of the App. The App is wholly owned and managed by Wits & Candy FZ LLC, which is registered in Fujairah Creative City ("UAE").

These are the terms on which Yo Neighbor! allows you to access and use the App, whether as a guest or a registered user. Please read these Terms and Conditions carefully before you start to use the App.

By accessing and using the App, you are accepting these Terms and Conditions and agreeing to abide by them. You also acknowledge that your age is 18 or above.

If you do not agree to these Terms and Conditions or you are below the age of 18, then you may not use the App.

Yo Neighbor! App wishes to ensure that its users are able to form legally binding contracts and further that minors do not use the App nor any of the services related thereto. Therefore, membership of the App is not available to persons under the age of 18 years and has the authority to bound by the Terms and Conditions. You represent that you are 18 years of age or over the age of 18 years before you become a user of the App and has the authority to be bound by the Terms and

Conditions. Without prejudice to any other rights and remedies of Yo Neighbor! App under this Agreement or at law, Yo Neighbor! reserves the right to limit or withdraw access to the App or the membership of any person if Yo Neighbor! believes that person is under the age of 18 years. The App is not available to persons whose membership has been suspended or withdrawn by Yo Neighbor!. Further, if you are registering as a business entity, you represent that you have the authority to bind that entity to this Agreement and that you and the business entity will comply with all applicable laws relating to online trading and have the authority and capacity to do that. No person or business entity may register as a user of the App more than once.

2. YO NEIGHBOR!'S PROPRIETARY RIGHTS

You agree that Yo Neighbor! (or its affiliates, as the case may be) is the Owner or the licensee of all intellectual property rights in the App, and the App itself is a collective work and/or compilation solely owned by Yo Neighbor!. The App is protected by intellectual property and other laws and treaties around the world.

You may not copy, distribute, reproduce, sell, lease, assign, rent, sublicense, encumber any aspect of the App or any Content (as defined in Clause 3 below).

You also may not modify or create derivative works of any aspect of the App or any Content (as defined in Clause 3 below), other than with respect to your own Content (as defined in Clause 3 below).

You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in the App or any software or database connected to the App.

3. CONTENT

"Content" refers to any listing, forums, event listings, reviews, postings, messages, text, files, images, photos, services or any other material posted on the App.

By posting Content on the App:

- (a) you grant Yo Neighbor! the non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, copy, reproduce, distribute, perform, display, modify or create derivative works of the Content and for any lawful purpose Yo Neighbor! sees fit, including for promotional and advertisement purposes;
- (b) you warrant that you are the Owner of all intellectual property rights in the Content you may share and/or that the holder of any rights, including moral rights in such Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license in the preceding sentence;
- (c) you permit any other user of the App to access, display, view,

- store and reproduce such Content;
- (d) you grant Yo Neighbor! the right to prohibit the subsequent access, storage and reproduction or use of said Content by any party to any extent Yo Neighbor! sees fit. Yo Neighbor! is not responsible for, and no reliance should be placed, in any way on any Content posted, transmitted through or linked to the App.
 - (e) you confirm that when posting in the services section, you are licensed and/or have a “No Objection Certificate” from your sponsor, and are in no breach or violation of any laws applicable in the United Arab Emirates.
 - (f) you acknowledge that you are solely responsible for the Content you publish, display or communicate, and for the services and goods exchanged by you in any way through the App.
 - (g) Yo Neighbor! reserves the right to:
 - refuse to share or display,
 - move; or
 - delete,any Content posted on the App.
 - (f) Yo Neighbor! reserves the right to block a free account from posting listings at its discretion.
 - (g) Yo Neighbor! aims to update the App regularly, and may change the Content at any time. Any of the Content may be removed at any given time, and we are under no obligation to (i) update any material, or (ii) inform you in case we do.

4. NOTIFICATION OF CLAIMS OF INFRINGEMENT

It is forbidden to post any Content that violates any international, federal, national, local copyright, patent, trademark or other intellectual property laws applicable in the United Arab Emirates.

Yo Neighbor! is not responsible for any Content submitted by a user that infringes another's proprietary rights.

If you are aware of any Content that you believe infringes on yours or a third party's proprietary rights, please contact us.

Please include in any such notice:

- (a) a link to the alleged infringing material;
- (b) a description of the alleged infringing material;
- (c) a statement contesting that the copyrighted material was not posted by the holder or permitted licensee of said copyright;
- (d) your contact details (including email address); and
- (e) your signature (physical or electronic).

Yo Neighbor! may, but is under no obligation to screen or monitor any Content. If notified of Content which allegedly does not conform to these Terms and Conditions or infringes a third party's proprietary rights, Yo Neighbor! may investigate the allegation and determine in its sole discretion whether to remove or request the removal of the Content. Yo Neighbor! has no liability or responsibility to users for

performance or nonperformance of such activities.

5. PRIVACY POLICY

Yo Neighbor! respects your privacy and has developed a detailed Privacy Policy that is incorporated into this Agreement. Please take the time to read our Privacy Policy found here: www.yo-neighbor.com/privacypolicy. By agreeing to these Terms, you are also accepting the terms of our Privacy Policy, which complements and completes this Agreement.

When you make a payment on Yo Neighbor!, the details you are asked to submit will be provided directly to our payments processor via a secured connection. All credit and debit card details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.

6. ACCESS AND LINKING TO THE APP

Your access to the App is provided on a non-exclusive, temporary and revocable basis by Yo Neighbor!, and Yo Neighbor! reserves the right to withdraw or amend your right to access to the App without notice. Yo Neighbor! will not be liable if for any reason the App is unavailable at any time or for any period.

You may not:

- (a) use any robot spider, scraper or other automated means to access Yo Neighbor! and collect Content for any purpose or otherwise copy or download Content. A limited exception is granted to search engines and non-commercial public archives, but not for websites that include any form of classified listings; and
- (b) harvest or otherwise collect information about others, including email addresses, without their consent.

You may establish a hyperlink on your website to the App, or to postings within the App, for non-commercial use, so long as you do so in a way that is fair and legal and does not damage or take advantage of Yo Neighbor!'s reputation (or of any person connected to Yo Neighbor!).

You must not establish a hyperlink in a misleading way or as to suggest any form of association, approval or endorsement of Yo Neighbor! or any other third party where none exists.

The App must not be framed on any other website.

Yo Neighbor! reserves the unilateral and discretionary right to withdraw or amend the above linking permission without advance notice. The website or app from which you are linking must comply in all respects with the Content standards set out in these Terms and Conditions.

You may not use automated means to post Content on Yo Neighbor! (via the web interface) without our consent.

You will not maintain more than one account.

If Yo Neighbor! disables your account, you will not create another one without its express permission.

7. YOUR USAGE OF THE APP

Owners are responsible for delivering the products to the Renters. As an Owner, you agree that you will not deal or provide any of your services or products to Renters in any countries that are sanctioned as per the United Arab Emirates law.

As an Owner, you acknowledge and agree that by posting “Content”, you are ensuring that:

- (a) the item is clean and in proper working condition. Clean condition means normal wear and tear is accepted but does not include broken parts or other damages that prevent the item from working properly. If the item needs specific instructions for use or care, you hereby acknowledge that you shall inform the Renter of these instructions.
- (b) the services you submit in any way through the app do not violate any international, federal, national, local copyright, patent, trademark, intellectual property or any laws applicable in the United Arab Emirates.

As a Renter, you acknowledge and agree that by hiring/renting Content in any way through the app:

- (a) you are solely responsible for honoring any confirmed bookings
- (b) you enter into the rent agreement with the Owner at your own risk, after inspecting the item or services yourself, and that you shall honor the agreement made with the Owner whether verbal or by writing
- (c) you are solely responsible of returning the items UNDAMAGED, in the condition they were before you took possession of them, to avoid any ADDITIONAL charges for repair, maintenance or replacement. You accept use of the item, AS IS, in good condition and accept full responsibility for care of the item while under your possession. Damaged parts or components caused by you, the Renter, will be repaired/replaced at the Owner’s discretion and you, the Renter, agree to pay regular shop rates and retail prices for components replaced.

As a user of the App, you acknowledge that Yo Neighbor! is not responsible for the collection, retention, or refunding of any security deposit, for any double-bookings, late returns and is not liable for any damage and/or misuse of the items and services that may occur in any way through the App.

We use a third-party payments processor to process payments on Yo Neighbor!. You may be requested to accept additional terms by the third-party payments processor in order to process your payments.

Our third-party provider accepts payments online using Visa and MasterCard credit and/or debit cards in UAE Dirhams or any other currency as notified to you. The details that you provide when making payment online will be provided directly to our payment provider via a secured connection. You must retain a copy of the transaction record and merchant policies and rules provided to you by the merchant (if any). Multiple shipments may result in multiple postings to the cardholder's monthly statement. Should you be eligible for a refund, our third-party payments processor will only refund through the original mode of payment. See our refund policy at the bottom of the page.

Yo Neighbor! may establish any limitations, in our sole discretion, on your usage of the App, including, but not limited to, limitations on the length of time that Content may remain on the App, the file size of an individual item of Content, number of items of Content that can be posted.

8. YOUR ACCOUNT AND REGISTRATION OBLIGATIONS

When you register as a user of the App you have been or will be required to provide certain information and register a username and password for use on this App.

On becoming a user of the App, you agree:

- (a) You are responsible for maintaining the confidentiality of, and restricting access to and use of, your account and password, and accept responsibility for all activities that occur under your account and password. You agree to immediately notify Yo Neighbor! of any unauthorized use of your password or account or any other breach of security. In no event will Yo Neighbor! be liable for any direct, indirect or consequential loss or loss of profits, goodwill or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder. You agree to reimburse Yo Neighbor! for any improper, unauthorized or illegal use of your account by you or by any person obtaining access to the App, services or otherwise by using your designated username and password, whether or not you authorized such access.
- (b) You will provide true, accurate, current, not misleading and complete information about yourself as prompted by Yo Neighbor!'s registration form (the "Registration Data").
- (c) You will not include: (i) any of your contact details, including but not limited to email addresses, telephone numbers or other personal details; or (ii) the word "Yo Neighbor!" or any word

which may have similarity to the word “Yo Neighbor!” in your registration user ID.

- (d) Your store name shall not include the word "Yo Neighbor! " or any word which may have similarity to the word “Yo Neighbor!”.
- (e) You will treat any other user's information provided to you (in accordance with these terms and conditions and the information on the App) by Yo Neighbor! or any other user as confidential.
- (f) You will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current, misleading or incomplete or if Yo Neighbor! has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this User Agreement, without prejudice to any other rights and remedies of Yo Neighbor! under this Agreement or at law, Yo Neighbor! has the right to indefinitely suspend, limit or withdraw your access to the App and/or your membership of the App.

Yo Neighbor! may (in its sole discretion and at any time), make any inquiries it considers necessary (whether directly or through a third party), and request that you provide it with further information or documentation, including without limitation to verify your identity and/or ownership of your financial instruments. Without limiting the foregoing, if you are a business entity or registered on behalf of a business entity such information or documentation may include your trade license, other incorporation documents and/or documentation showing any person's authority to act on your behalf. You agree to provide any information and/or documentation to Yo Neighbor! upon such requests. You acknowledge and agree that if you do not, Yo Neighbor! without liability may limit, suspend or withdraw your access to the App and/or your membership of the App. We also reserve the right to cancel unconfirmed / unverified accounts or accounts that have been inactive for a long time.

9. ELECTRONIC COMMUNICATIONS

You agree that we may communicate with you by email or by posting notices on the App. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Yo Neighbor! requires your agreement during the registration process to send you promotional emails to let you know about any new changes, features or promotional activities added to the App. If, at any time, you decide that you do not wish to receive promotional emails,

you can opt out of receiving such promotional emails by clicking on the link at the bottom of any promotional email.

10. CONDUCT & ACCEPTABLE USE; NO SPAM

You agree to not post, email, or make available through the App any Content that is objectionable to Yo Neighbor! or in contradiction to applicable laws or regulations, as well as good practices in the industry. In this regard, you agree not to post, email or make available through the App any Content that:

- (a) is unlawful, harmful, threatening, abusive, defamatory, libelous, invasive or any information harmful to minors;
- (b) is of a political nature and/or is critical of any government or municipal employee in any jurisdiction.
- (c) is pornographic or any kind of nudity, sexually explicit or perverse Content;
- (d) is anti-Islamic or in any way derogatory towards Islam;
- (e) is racist or discriminatory Content towards any race, religion, creed, nationality, gender or any other grouping of individuals;
- (f) impersonates any another person;
- (g) includes personally identifiable information about another person without their permission;
- (h) is false or deceptive;
- (i) solicits the sale of goods or services, except when:
- (j) posted in the appropriately designated area of the App for such sales, or
- (k) emailed to Facebook of the App who expressly wish to be contacted by you;
- (l) includes links to other websites, except when:
 - 1. expressly approved by Yo Neighbor! in writing, and
 - 2. posted in a posting uploaded by you in the appropriately designated area;
 - 3. advertises the sale of anything illegal under any applicable law or regulation in the jurisdiction you are selling the product from or to;
- (m) violates any applicable international, federal, national, local copyright, patent, trademark or other intellectual property, or other, laws;
- (n) contains any software viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- (o) disrupts the normal flow with an excessive number of messages; or
- (p) uses misleading contact details to disguise the true origin.
- (q) You further agree not to:
 - 1. contact people who do not wish to be contacted;
 - 2. stalk or harass other users of the App;
 - 3. collect personal information about users for commercial or

- unlawful purposes;
 - 4. post Content that is irrelevant or unrelated to the category or discussion thread where such Content is posted;
 - 5. post the same good or service in more than three categories;
 - 6. to post, email, make available through the App or contact Yo Neighbor! or any other users of the App with any spam, junk mail, chain letters, pyramid or Ponzi schemes, or unsolicited email advertisements; or
 - 7. attempt to gain unauthorized access to the App, the server on which the App is stored or any server, computer or database connected to the App.
- (r) For the avoidance of doubt, the above list of prohibited Content and actions is not exhaustive and Yo Neighbor! reserves the right to:
- (s) remove any Content that it considers (in its absolute and sole discretion) to be objectionable or in contradiction to applicable laws or regulations without notice; and
 - (t) take necessary steps to prevent persons who post Content and/or conduct themselves in contravention of this Clause 8 from accessing the App.

11. DEALINGS WITH THIRD PARTY ORGANIZATION AND INDIVIDUALS

You acknowledge and agree that Yo Neighbor! operates the App as an online community portal for Owners, Renters, consumers and community members. Yo Neighbor! does not rent out any item listed on the App directly and is never a party to any transaction between Owners and Renters. As a result, Yo Neighbor! does not:

- (a) guarantee or ensure any item listed on the App or any transaction between an Owner and Renter,
- (b) collect or process payment or transfer of title on behalf of Owners or Renters, or
- (c) warehouse, store, ship or deliver any item listed on the App.

Furthermore, Yo Neighbor! is not responsible for, nor holds itself out as promoting, any interaction or dealing between you and 1 or more other user(s) of the App, and Yo Neighbor! will not be liable in any way for any such interactions or dealings.

You will not hold Yo Neighbor! responsible for other users' Content, actions or inactions, items they list or the destruction of allegedly fake items. While we may, in our sole discretion, help facilitate the resolution of disputes, Yo Neighbor! is not obliged to participate in any dispute between you and other user(s) of the App. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' Content or listings, the ability of Owners to rent out items, the ability of Renters to pay for

items, or that an Owner or Renter will actually complete a transaction or return an item. For certain categories, an offer initiates a transaction representing a Renter's serious expression of interest in renting the Owner's item/service and does not create a formal contract between the Renter and the Owner.

You acknowledge that Yo Neighbor! does not monitor, verify or approve Content, and that you are solely responsible for evaluating and verifying the accuracy of any Content posted on the App. Yo Neighbor! does not guarantee any payment made through the App and is not responsible for issuing refunds of any kind under any circumstances. YOU AGREE THAT YOU ARE ENTERING INTO THE RESPECTIVE TRANSACTION ON YOUR OWN RISK AND RESPONSIBILITY.

12. DISCLAIMER OF WARRANTIES

You use the App at your own risk.

Yo Neighbor! Provides the app and its services on an "as is" and "as available" basis without any representation or endorsement made and without any warranty or guarantee of any kind whether express or implied, including but not limited to warranties of title, merchantability, fitness for a particular purpose, compatibility, security, accuracy and non-infringement. Yo Neighbor! Makes no representations or warranties about the accuracy, reliability, or suitability or performance or fitness or completeness of any Content, information, software, text, graphics, links or communications provided on or through the use of the app or that the operation of the app will be error free and/or uninterrupted.

Yo Neighbor! Makes no warranty that defects will be corrected or that the app or its servers are free of viruses or anything else which may be harmful or destructive. The nature of internet communications means that this app may be susceptible to data corruption, interception, non-availability and delays. The app may also be unavailable from time to time due to repairs, maintenance or development work. You agree that Yo Neighbor! has no obligation to provide support for the app. Yo Neighbor! Will not be liable if the app is not available or disrupted for any time. Access to the app may be suspended temporary without notice in case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary at any time. For avoidance of doubt, we shall not be liable for any loss or liability which is incurred by you as a result of any suspension of, or interruption to, the operation of the app.

Yo Neighbor! Accepts no responsibility to you for:

- (a) Malfunctions in communications facilities.
- (b) Any losses or delays in transmission of messages.

- (c) Viruses that may infect your computer equipment, mobile, pad or other equipment you are using to access and/or use the app. You expressly agree that you use the app at your own risk.

13. LIMITATION OF LIABILITIES

To the maximum extent permitted by applicable law, Yo Neighbor! hereby expressly excludes any liability for any damages whatsoever (including, without limitation, direct, indirect, special, punitive, incidental or consequential loss or damage incurred by any user in connection with the App or in connection with the use, inability to use, or results of the use of the App, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

In particular, Yo Neighbor! is not liable for any damages or losses resulting to you or a third party from:

- (a) the use or the inability to use the App;
- (b) services or goods acquired through the App;
- (c) any Content displayed on the App; or
- (d) a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the App or to your downloading of any material posted on it, or on any website linked to it.

14. INDEMNITY

You agree to indemnify, defend and hold harmless Yo Neighbor!, its shareholders, officers, directors, employees, and agents from any claims, actions, demands, damages, losses or attorney fees alleging or resulting from your use or misuse of the App or any Content, your breach of these Terms and Conditions, your violation of any third party's proprietary rights, or any disputes between you and one or more users connected to or arising from the App in any way.

15. TERMINATION OF ACCESS TO THE APP

Yo Neighbor! reserves the right to block you or terminate you from accessing the App for any breach of these Terms and Conditions at any time without any notice.

Yo Neighbor! reserves the right to delete any of your Content without notice from the App at any time.

Yo Neighbor! is not liable to you or a third party for any termination of your access to the App or deletion of your posted Content.

You agree not to try to use the App after said termination.

16. VIOLATIONS OF TERMS AND CONDITIONS

Please notify us immediately if you become aware of any violations by third parties of these Terms and Conditions.

17. ENFORCEMENT OF TERMS AND CONDITIONS

Yo Neighbor! reserves the right to take steps Yo Neighbor! believes are reasonably necessary or appropriate to enforce and/or verify compliance with any of these Terms and Conditions (including, but not limited to Yo Neighbor!'s right to cooperate with any legal process relating to your use of the App, and/or a third-party claim that your use of the App is unlawful and/or infringes such third party's rights). You agree that Yo Neighbor! has the right without liability towards you to disclose any registration data and/or account information to law enforcement authorities, government officials and/or third parties, as Yo Neighbor! believes is reasonably necessary or appropriate to enforce and/or verify compliance with any of these Terms and Conditions (including, but not limited to Yo Neighbor!'s right to cooperate with any legal process relating to your use of the App, and/or a third party claim that your use of the App is unlawful and/or infringes such third party's rights).

18. RELATIONSHIP AND NOTICE

None of the provisions of this Agreement shall be deemed to constitute a partnership or agency between you and Yo Neighbor! and you shall have no authority to bind Yo Neighbor! in any manner whatsoever. Except as explicitly stated otherwise, any notices to Yo Neighbor! from you shall be given by you by email to Yo Neighbor! at admin@yo-neighbor.com with a physical copy sent to us by mail or courier, such notice deemed given on confirmation of its receipt to you by Yo Neighbor! by return email. Any notices to you from Yo Neighbor! shall be given by notices posted on the App or by email to the email address you provide to us during the registration process and shall be deemed to be received by you 48 hours after any such email is sent. Alternatively, we may give you notice by mail or prepaid shipping to the address provided to us during the registration process. In such case, notice shall be deemed given 7 days after the date of mailing.

19. GENERAL

You agree that the fact that these Terms and Conditions are in electronic format does not affect in any way their validity or enforceability.

These Terms and Conditions constitute the entire agreement between

you and Yo Neighbor! regarding its subject matter and supersede any contemporaneous or prior oral or written agreements, representations, understandings or discussions between you and Yo Neighbor!, whether implied or express.

Yo Neighbor!'s delay or failure to exercise a right or act on a breach of these Terms and Conditions does not waive our right to do so in the future.

The provisions of these Terms and Conditions shall be deemed severable, and if any provision is determined to be illegal or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding.

You may not assign any part of these Terms and Conditions without Yo Neighbor!'s express written permission. Yo Neighbor! may unilaterally and discretionarily amend these Terms and Conditions immediately upon posting a notice of such assignment on the App.

You may contact us using the following email address: letschat@yo-neighbor.com

20. GOVERNING LAW & DISPUTE RESOLUTION

These terms are governed by UAE laws.

In the event of any disputes between you and Yo Neighbor!, the applicable law will be that of UAE governing laws as applicable in the Emirate of Fujairah.

Yo Neighbor! is open to first attempting to resolve the dispute in an informal and amicable manner.

However, if either party believes that the dispute cannot be resolved in such a manner, then the parties agree that either party may refer any dispute arising out of, or in connection with, these Terms and Conditions, including any question regarding its existence, validity or termination, to be finally settled by arbitration under Dubai International Financial Centre-London Court of International Arbitration (“DIFC-LCIA”) arbitration center rules (“the Rules”) from time to time enforce, which Rules are deemed to be incorporated by reference in this Agreement. The seat of the arbitration shall be Dubai. The arbitration shall be conducted in the English language. The matter shall be referred to one arbitrator to be agreed upon by the parties, but if the parties were unable to agree to such appointment within 30 days of any party giving notice of reference to arbitration, any party may apply to the DIFC-LCIA Court to appoint the arbitrator. The arbitration award shall be final and binding on the parties. The arbitrator may award reasonable attorneys' fees and the cost of the arbitration to the prevailing party.

21. MODIFICATIONS TO TERMS AND CONDITIONS

Yo Neighbor! reserves the right at any time and from time to time and

without notice to update, revise, supplement and otherwise modify these Terms and Conditions and to impose new and/or additional rules, policies, terms and/or conditions on your use of the App (collectively referred to as "Additional Terms"). Such Additional Terms will be effective immediately and, as the case may be, incorporated into these Terms and Conditions.

Your continued use of our App following the posting of modified Terms and Conditions will be subject to the Terms in effect at the time of your use and your usage at the time confirms your acceptance of such modified version. Please review those Terms and Conditions periodically for changes.

22. PAYMENT & REFUND POLICY

When a user is advertising his product on Yo Neighbor!, the user is charged a yearly advertising fee-of ranging between 5AED and 30AED, according to the price range in which his item's price falls- a year beginning the day he listed the item, and each year thereafter until the user cancels his account. Yo Neighbor! doesn't withdraw the payment until your product has been approved to be listed on the App. Once payment has been released, no refunds will be provided. This advertising fee entitles you to only upload your item on the app.

23. PROMOTION TERMS & CONDITIONS

Please read these Promotion terms and conditions ("Promotion Terms and Conditions") carefully. Participation in this Promotion will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Promotion.

All participants during the term of this Promotion agree to be bound by the following terms and conditions:

23.1. Promotion Period:

- (a) From the date of activation, the Promotion will afford the participant (one) year free listing for the items ("the Promotion") registered from the day of launch of the App and until February 16, 2018 ("Promotion Period").
- (b) The Promotion must be activated during the Redemption Period.

23.2. Redemption Period:

The Promotion can be redeemed at any time from 17 February 2017 to 16 February 2018 ("the Redemption Period").

- (a) The Redemption Period may be extended or curtailed at the discretion of the Organizer.

23.3. Who may enter:

All participants must:

- (a) be 18 years and older;
- (b) be currently residing in the United Arab Emirates at the date of the commencement of the Redemption Period; and
- (c) be a natural person at the date of the commencement of the Redemption Period.

23.4. How to qualify for the Promotion:

The participant must, during the Redemption Period:

- (a) have downloaded “Yo Neighbor!” (“the App”) prior to February 16, 2018; and
- (b) set up a Yo Neighbor! account by providing legitimate information; and
- (c) list items for rent during the Promotion Period

23.5. Can I qualify more than once for the Promotion?

The Promotion is limited in time and not in number of listing/user. Any item listed by the user during that time is eligible for (one) year free listing. The user will be charged a yearly fee-of 5AED, 10AED or 15AED according to the price range in which his item’s price falls- a year beginning the day he enlisted the item, and each year thereafter until the user cancels his account. Should there be any dispute in this regard, Yo Neighbor! shall be sole adjudicator of the dispute and Yo Neighbor!’s decision shall be final.

23.6. Limitation of Liability:

To the extent permitted by Consumer Protection Act and any other applicable law:

- (a) The participant hereby indemnifies Yo Neighbor! against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind regardless of how this was caused, whether it arose under the law of contract or delict or otherwise, because of the user’s entrance to the Promotion.
- (b) Yo Neighbor! excludes all warranties (express or implied), representations and liabilities regarding this Promotion.

23.7. General:

- (a) In accordance with the confidentiality policies and practices of Yo Neighbor!, none of the details of any participant in this Promotion will be disclosed or used by Yo Neighbor! for any purposes other than for participation in the Promotion and in accordance with clause 8.2. below.
- (b) Details of participants will not be used by Yo Neighbor! for related communication, should the participants opt-out to receive further communication from Yo Neighbor!.
- (c) Information regarding the Promotion that is published on authorized advertising material will also form part of the terms and conditions of the Promotion.
- (d) Yo Neighbor!, may in their sole discretion amend these terms and conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the App's website www.yo-neighbor.com. The onus rests on the participant to constantly check the website for updates to the terms and conditions.
- (e) If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the App, including but not limited to technical difficulties, unauthorized intervention or fraud, Yo Neighbor! reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.
- (f) Save as permitted by Law, Yo Neighbor! reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation, termination or termination shall be deemed to have taken effect from the date of publication on the App's website www.yo-neighbor.com. No liability shall lie against Yo Neighbor! in favor of any participant and/ or third party arising from such cancellation, suspension or termination. Therefore, the participant waives his/her right which they may have against Yo Neighbor! and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against Yo Neighbor!.
- (g) This Promotion is governed by these terms and conditions, as well as those of the third parties associated with this Promotion.
- (h) Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the UAE law.

- (i) Yo Neighbor! accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Promotion owing to, but not limited to, stock unavailability, strike, lock out, destruction of Promotion on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- (j) If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
 - a. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
 - b. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

23.8. The Promotion is not transferable and no substitution, cash redemption, or assignment of the Promotion is permitted.