



## ALIFX – USER TERMS OF USE

Last updated on 01 July 2025

### 1. INTRODUCTION

- 1.1. These terms of use (**Terms**, or **Terms of Use**) govern Your use of the Platform (as defined below), owned and operated by Alif Technology LLC, incorporated under the Dubai Department of Economy and Tourism, Dubai, United Arab Emirates (UAE) (**Alif**, **we**, **us**, or **our**).
- 1.2. Please read these Terms of Use, our privacy policy (available [here](#)), and our Cancellations, Returns & Refunds Policy (available [here](#)) carefully, as together these documents, along with any other any instructions, notices, disclaimers, or other statements issued or authorized by us, as contained on the Platform, form the complete terms governing our relationship with You, in the course of the provision of our Services to You.

### 2. DEFINITIONS

- 2.1. **Account** means a valid account created by a User on the Platform by entering details, which may be sought by us from time to time, including, without limitation, Your name, Your valid UAE mobile number, Your valid email address, and a password.
- 2.2. **Affiliate** means any person or entity that directly or indirectly owns or controls, is owned or controlled by, or is under ownership or common control with, us. "Control" here means either: (i) the possession, directly or indirectly, of the power to direct or cause the direction of our management and policies, whether through ownership of voting securities, by contract or otherwise; or (ii) a direct or indirect equity interest of 10% (ten percent) or more in us.
- 2.3. **App** means the mobile based application available at the Google Play Store ([here](#)) and iOS App Store ([here](#)), which is owned and operated by us to enable the provision of our Services to You.
- 2.4. **Applicable Law** means the federal, state or emirate level, local, municipal laws, regulations, directives, circulars, and guidance (by whatsoever name called) relevant to the provision of our Services to You, as applicable in the country from which You are accessing our Services.
- 2.5. **BNPL** means the interest free short-term credit option of 'Buy Now Pay Later' made available on the Platform by the Licensed Short-Term Credit Providers to You for purchasing Products on the Platform, which is provided by the Licensed Short-Term Credit Provider in compliance with the activities they are permitted to undertake as per the regulated license(s) they have secured from the relevant financial and/or monetary regulator in the country in which You are resident.
- 2.6. **KYC** means the 'Know Your Customer' processes we undertake for Your authentication and identity verification prescribed under Applicable Law, prior to Your use of certain Services on the Platform.
- 2.7. **Licensed Short-Term Credit Provider** means the entity which provides 'Buy Now Pay Later' services (by whatever name called) to You under a regulated license issued by the relevant financial and/or monetary regulator in the country in which You are resident. The list of Licensed Short-Term Credit Providers shall be updated from time to time.
- 2.8. **Merchant** means a third-party vendor, a Travel Provider, a service provider, or an Affiliate who is onboarded onto the Platform as a seller of Products to You.
- 2.9. **Order** means an order placed by You for Products through the Platform, irrespective of the payment method which You may have opted for.
- 2.10. **Platform** means the AlifX platform owned and operated by us, which can be accessed through the App or the Website and on which our Services are provided to You.
- 2.11. **Products** means the products listed on the Platform by Merchants. The list of products may be updated from time to time. Currently, the Products provided by the Merchants are

- flight bookings, hotel reservations, and e-SIM purchases.
- 2.12. **Prohibited Activities** means the categories of activities which You are not allowed to engage on the Platform, and which are further detailed in section 16 of these Terms.
  - 2.13. **Services** means our services as listed in section 5 of these Terms. The list of services may be updated from time to time.
  - 2.14. **Travel Provider** means an independent travel agent, our Affiliate, or any other third party that may provide flight booking services or other travel related services through the Platform.
  - 2.15. **User, You, Your** and all grammatical variations means the person who creates an Account and accepts these Terms to access the Platform and avail the Services.
  - 2.16. **Website** means the website available at [www.alifx.ae](http://www.alifx.ae) which is owned and operated by us.

### 3. USER ACCOUNT REGISTRATION AND KYC

- 3.1. To access our Services, You must be at least 18 (eighteen) years of age and be able to lawfully: (i) make payment through one of our accepted payment methods; (ii) agree to these Terms of Use; and (iii) enter into legally binding contracts with us under Applicable Law. If we learn that You do not meet any one or more of the three conditions listed above in this section 3.1 of these Terms, we will deactivate Your Account and take reasonable measures to promptly cease Your use of the Platform.
- 3.2. You will be required to create an Account to access the Platform. The Account registration will be validated by sending one time password to Your registered mobile number. By creating an Account and registering on the Platform as a User, You accept these Terms and agree that the Terms constitute a legally binding agreement between You and us from the date of the creation of Your Account. If You do not agree with one or more terms, conditions or requirements as listed in these Terms, please cease using the Platform and the Services immediately.
- 3.3. You agree that Your creation of an Account, placing of Orders, acceptance of these Terms, and other actions through the Platform constitute valid electronic contracts under relevant Applicable Law in the jurisdiction of Your residence. All electronic communications and transactions executed through Your credentials shall be attributed to You and deemed conclusive evidence of Your intent and agreement.
- 3.4. The Merchants and/or our Licensed Short-Term Credit Provider may provide additional features or services on our Platform. To avail such features, they may need You to complete additional KYC processes or provide additional information and/or documentation. Such KYC processes shall be undertaken by the Licensed Short-Term Credit Provider or the Merchant or a third-party technology partner authorised by them. We are not licensed to carry out such activity and do not undertake any KYC process of the User, either independently or on anyone's behalf. We are only a technology service provider providing this Platform, and as such, we are not liable for any KYC compliance matters, any failure of verification or completion of KYC processes required to be undertaken by other entities in their independent capacity. Further, in case You use the additional features or services provided by the Merchants or Licensed Short-Term Credit Providers, You will be bound by their terms and conditions for KYC.

### 4. PLATFORM USE AND ACCESS

- 4.1. WE RESERVE THE RIGHT TO AMEND THESE TERMS OF USE OR ANY OF THE SERVICES FROM TIME TO TIME AT OUR DISCRETION. WE SHALL UPLOAD A NOTICE ON THE PLATFORM 30 (THIRTY) DAYS PRIOR TO EFFECTING ANY AMENDMENT TO THESE TERMS. IF YOU DO NOT AGREE TO BE FULLY BOUND BY ALL OR ANY OF THOSE AMENDED TERMS, PLEASE CEASE USING THE PLATFORM IMMEDIATELY. IF A CHANGE IN LAW TAKES EFFECT WHICH REQUIRES US TO CHANGE OUR TERMS AFTER YOU HAVE PLACED AN ORDER BUT BEFORE IT HAS BEEN ACCEPTED BY US, YOU ACKNOWLEDGE THAT THE CHANGE WILL APPLY



TO YOUR ORDER. IN ALL OTHER CASES, THE VERSION OF THE TERMS POSTED ON THE PLATFORM AT THE TIME YOUR ORDER WAS PLACED WILL APPLY.

- 4.2. THE APP MAY REQUIRE A DOWNLOAD OF NEW RELEASES OF SOFTWARE WITH DIFFERENT FUNCTIONALITY AND SUCH NEW RELEASES MAY HAVE SEPARATE LICENSE TERMS. YOUR CONTINUED USE OF THE PLATFORM WILL BE DEEMED ACCEPTANCE OF THESE TERMS OF USE AND ANY AMENDMENTS HERETO.
- 4.3. The Services are not directed at, or to be distributed to any persons located outside the Platform's territories of operations.
- 4.4. You are solely responsible for compliance with Applicable Law for Your use of the Platform.

## 5. OUR SERVICES AND MERCHANT PRODUCTS

### Our Services

- 5.1. *Platform Infrastructure and Technology:* We develop, operate, and maintain the technological infrastructure that powers the Platform, including its user interface, backend systems, and integration tools that facilitate product discovery, order placement, and communication between You, Merchants and Licensed Short-Term Credit Providers.
- 5.2. *Product Listing and Discovery:* We enable the aggregated listing of Products offered by Merchants. We thoroughly vet Merchants before allowing them to list their Products on the Platform. However, Product descriptions, pricing, availability, and other related information are provided by the respective Merchants and are made available to You solely for informational and transactional purposes on the Platform.
- 5.3. *Facilitation of Transactions:* We facilitate the placement of Orders through the Platform. However, all purchases are made directly with the respective Merchant, and the Merchant is solely responsible for order fulfilment, and delivery. Unless stated otherwise in these Terms, the Merchant is also responsible for customer service, and post-sales support.
- 5.4. *User Account Services:* We offer the Accounts to enable order tracking, saving preferences, viewing purchase history, and receiving personalized Product recommendations.
- 5.5. *Payment Processing Integrations:* We facilitate payment processing by integrating with third-party payment providers. We do not hold Your funds in any situation. However, depending on the Product and the Merchant, we do charge and receive a Platform fee for our Services, which are processed by these integrated third-party payment providers.
- 5.6. *Deferred Payment Integrations:* We, through the Platform integrate with Licensed Short-Term Credit Providers to facilitate the provision of deferred payment options to You, in the course of Your purchase of the Products. Additionally, we may facilitate the provision of Merchant-led deferred payment schemes provided specifically by the Merchants to You in relation to their Products.
- 5.7. *Customer Support:* We may provide basic customer support relating to use of the Platform or technical issues. However, we do not assume responsibility for resolving Product issues, which must be addressed directly with the Merchant.
- 5.8. We are not the seller of record for any products listed on the Platform, and we do not assume responsibility or liability for the unavailability, failure to complete, description inaccuracies, misstatements, quality, legality, safety, or fitness of the Products offered by Merchants. Your transactions are solely between You and the relevant Merchant. Please note that the Merchants may include our Affiliates.
- 5.9. Each Merchant listing Products on the Platform shall provide its legal trade name, commercial license number, and contact information insofar as required under Applicable Law, on the Platform. We do not control the accuracy of such disclosures but shall require Merchants to comply with these obligations.
- 5.10. Please note the following in relation to Your use of the Services:
  - 5.10.1. *Product Availability:* Products selected by You are not reserved until Your Order

is paid in full or partially (if such option is provided by the Merchant or by the Licensed Short-Term Credit Provider in relation to said Product) and Your Order is accepted as being successfully placed by the Merchant. If Platform contains information regarding the time of availability of certain Products, then such information is only an estimate. Please note that we or the Merchant cannot always guarantee that a Product which is displayed as in-stock on the Platform at the time of Your selection of the Product, will be available at the time You place the final Order. Please check the updated status of such Product before placing an Order.

- 5.10.2. *Order Acceptance*: The Merchant may also require additional verifications or information before accepting any Order. We will contact You if all or any portion of Your Order is cancelled by the Merchant or if additional information is required by the Merchant to accept Your Order. Acceptance of Your Order will take place when You receive a notification to this effect in writing (e. g., by email or SMS).
- 5.10.3. *Pricing*: The prices of the Products are shown on the Platform in the legal tender of the country in which You are resident. The prices of the Products displayed are not inclusive of any fees chargeable for additional services that You may select during the checkout process, delivery costs, etc. Any such additional charges will be calculated and added to the Order price at checkout.

### **Merchant Products**

#### **5.11. Flight booking services:**

- 5.11.1. The Platform facilitates flight booking services through relevant, duly licensed, Merchants. We are not registered as a travel agent under Applicable Law to provide this Product and shall bear no liability for the actions or policies of, or communications received from them.
- 5.11.2. The Merchant may charge any additional fee for the flight booking, which shall be informed to You at the checkout page.
- 5.11.3. We are not responsible for providing, setting, or controlling the prices or any other terms applicable to any of the flight options which You find and book via the Platform.
- 5.11.4. We are not liable for any scheduling changes, delays or cancellations in flights, or regarding Your utilization of the flight booking including any visa requirements, boarding issues, etc.
- 5.11.5. Sections 6 (*Payments*), 8 (*Cancellation and Rejection of Orders*) and 9 (*Returns and Refunds*) of these Terms and applicable sections of any documents incorporated by reference apply to this Product.

#### **5.12. Hotel reservations:**

- 5.12.1. The Platform facilitates hotel booking services through relevant, duly licensed, Merchants. We are not registered as a travel agent or hotel operator under Applicable Law to provide this Product and shall bear no liability for the actions, policies, or communications of such Merchants or any third-party accommodation providers.
- 5.12.2. The Merchant may charge additional fees, taxes, or service charges for the hotel booking, which shall be disclosed to You at the checkout page.
- 5.12.3. We are not responsible for providing, setting, or controlling the prices, availability, room standards, amenities, or any other terms applicable to the hotel options which You find and book via the Platform.
- 5.12.4. We are not liable for any overbooking, reservation errors, cancellations by the hotel, or issues arising from Your stay, including but not limited to check-in problems, quality of the accommodation, or compliance with local regulations.
- 5.12.5. Sections 6 (*Payments*), 8 (*Cancellation and Rejection of Orders*) and 9 (*Returns and Refunds*) of these Terms and applicable sections of any documents incorporated by reference apply to this Product.

**5.13. E-SIMs:**

- 5.13.1. The Platform facilitates the purchase of e-SIM card services through duly licensed Merchants or telecommunications service providers. We are not licensed as a telecom operator or service provider under Applicable Law and shall bear no liability for the activation, quality, coverage, performance, or continuity of the e-SIM services.
- 5.13.2. The Merchant or the underlying telecommunications provider may apply additional charges, usage restrictions, data limitations, or fair usage policies, all of which shall be displayed to You at the checkout page where provided by the Merchant.
- 5.13.3. We are not responsible for providing, setting, or controlling the prices, data limits, activation processes, validity periods, or any other terms applicable to the e-SIM services which You find and purchase via the Platform.
- 5.13.4. We are not liable for any activation failures, network issues, interruptions, or regulatory restrictions on the use of e-SIM cards in any jurisdiction, including roaming or local compliance obligations.
- 5.13.5. Sections 6 (*Payments*), 8 (*Cancellation and Rejection of Orders*) and 9 (*Returns and Refunds*) of these Terms and applicable sections of any documents incorporated by reference apply to this Product.

**6. PAYMENTS**

- 6.1. You may make the payment for the Products and/or our Services by various payment methods as supported by our payment processors. Different payment methods may be subject to different fees, and we encourage You to check the breakdown of payment related and Platform fees prior to making a payment.
- 6.2. By placing an Order, You authorize the third-party payment processors to process Your payment details for the amount of Your Order on the Platform.
- 6.3. In order to authorize payments, we or the Merchants may be required to create an account for You with our third-party payment processors, which includes accepting their standard terms and conditions and submitting Your details to them on Your behalf. You hereby authorize us, and/or the Merchants (as applicable) to do so and undertake that we shall not be liable to You for any damage or loss You may incur as a result.
- 6.4. We may remove or add payment methods at any time without prior notice to You.
- 6.5. We do not collect, process, or store Your credit or debit card details at any stage. All payments made through our Platform are securely processed by third-party payment processors who are independently responsible for handling and safeguarding Your financial information in accordance with applicable data security standards (such as PCI DSS). Accordingly, we disclaim any liability for losses or damages arising out of or related to the storage, unauthorized access, or misuse of Your card information, as this data is never stored on or passes through our systems. For more information on how Your payment details are handled, please refer to the terms and privacy policies of the respective payment service providers.
- 6.6. In relation to **section 6.7 (BNPL)** and **section 6.8 (Merchant-Led Deferred Payment Option)** of these Terms, please note that if You wish to avail these flexible payment options, You must link Your payment card to the payment gateway of the respective Licensed Short-Term Credit Provider or Merchant, as applicable. This linked card will serve as the primary source for the instalment payments to them. Should You wish to unlink, remove, or substitute this card, You must first consult with the Licensed Short-Term Credit Provider or Merchant, as applicable. Any such changes will only be permitted with their explicit approval. All actions related to card linking, delinking, or substitution are carried out solely under the instructions and authorization of the Licensed Short-Term Credit Provider or Merchant, as applicable and with Your consent.



## 6.7. BNPL

- 6.7.1. We may, at our sole discretion, permit You to make the payment for the relevant Product through a BNPL option, which shall be provided on the Platform by the Licensed Short-Term Credit Provider.
- 6.7.2. We are not licensed or authorized to provide BNPL or any type of credit services, and this service shall be provided by the Licensed Short-Term Credit Provider. We do not assume any liability for Your choice to use Licensed Short-Term Credit Provider's services. If You have any questions or doubts, You must contact the Licensed Short-Term Credit Provider directly and refer to their terms governing their services.
- 6.7.3. You agree that the Licensed Short-Term Credit Provider shall retain the right to initiate necessary steps as per their terms, in the event You do not pay an instalment to them, as per the agreed payment schedule. Your non-payment of the instalment shall be considered a breach of these Terms as well as the terms of the Licensed Short-Term Credit Provider. We shall not be responsible or liable in the event You are not able to use or enjoy Your Product due to non-payment of the instalment, leading to a breach.
- 6.7.4. You acknowledge and agree that the monetary limits as well as any other payment terms including without limitation the amount of instalment, number of instalments, payment schedule, etc. may be varied or modified from time to time by the Licensed Short-Term Credit Provider at its sole discretion.
- 6.7.5. If You avail of BNPL option, You may be requested by the Licensed Short-Term Credit Provider to provide additional KYC related documentation (as stipulated in section 3.3 of these Terms) and be subjected to credit checks in compliance with Applicable Law.
- 6.7.6. Applicable provisions of sections 8 (*Cancellation and Rejection of Orders*) and 9 (*Returns and Refunds*) of these Terms and terms of our Cancellations, Returns and Refunds Policy (available [here](#)), shall apply to this BNPL payment option.

## 6.8. Merchant-Led Deferred Payment Option

- 6.8.1. A Merchant, at their own discretion, may provide You with an option to pay in multiple tranches for Products sold by them. Such option to pay in multiple tranches shall be subject to the payment terms and monetary limits specified by each Merchant.
- 6.8.2. You agree to pay the Merchant in tranches as agreed while choosing the payment plan during the checkout process. You agree that such payment option is at the sole discretion of the Merchant and You shall pay the tranches on time to each Merchant as per the agreed payment schedule.
- 6.8.3. You agree that the Merchant retains the right to cancel the Product, in the event You do not pay an instalment to them as per the agreed payment schedule. Your non-payment for the Products shall be considered a breach of these Terms as well as the terms of the Merchant. We shall not be responsible or liable in the event You are not able to use or enjoy Your Product due to non-payment of the instalment, leading to a breach.
- 6.8.4. Please note that this payment option is not provided by us and we are not licensed or authorized to provide any credit services. Further, this payment option is not provided by a Merchant as a separate business or a product or service, but is only an option of flexible payment to the respective Merchant in compliance with local contract or civil transactions laws. Such payment option is entirely dependent on the discretion of each Merchant. This feature is provided by the Merchants to You, and we shall not in any way be part of (i) the Merchants decision for providing You with such options; or (ii) any agreement between You and the Merchants; (iii) the actions taken by Merchants for non-payment of relevant tranches by You, like cancellation or withholding of Products.

- 6.8.5. You acknowledge and agree that the monetary limits as well as any other payment terms including without limitation the amount in each tranche, number of tranches, payment period may be varied or modified from time to time by the Merchants, at their sole discretion.
- 6.8.6. If You avail of this payment option, You may be requested by the Merchants to provide personal documents or information and satisfy their additional eligibility criteria to avail such a payment option. You agree to provide such information/documentation when requested.
- 6.8.7. Applicable provisions of sections 8 (*Cancellation and Rejection of Orders*) and 9 (*Returns and Refunds*) of these Terms and terms of our Cancellations, Returns and Refunds Policy (available [here](#)), shall apply to this payment option offered by Merchants.

## 7. DELIVERY OF ORDERS

- 7.1. **Delivery costs:** Unless otherwise communicated by us as part of a promotional / discount or offer, You may be charged, where applicable, additional delivery charges for Your Orders, which shall be displayed at the checkout page. The delivery charges will be based upon the delivery address You provide, the Products in Your Orders and any add-on services You select with Your Order, and the method of delivery You choose (if any).
- 7.2. **Delivery delays:** Where applicable, the delivery of Your Order may face delays during public holidays, promotional or sale periods. We will not be liable for failures to deliver for reasons outside our reasonable control, including where You are not available to take delivery of Your Order or You request a postponement of the delivery. It shall be Your duty to ensure You are available to receive Your Order's delivery. If You are unable to receive the delivery or if, after a failed delivery, You do not re-arrange delivery or collect the Product, the Merchant will contact You for further instructions. If, despite reasonable efforts, the Merchant is unable to contact You or re-arrange delivery or collection, the Merchant may cancel Your Order and refund the Product amount less any fees or charges. We shall bear no liability for such failure in delivery or cancellation by the Merchant.
- 7.3. **Verification at delivery:** We or the Merchant may, at our sole discretion, make any inquiry or ask for further information / documentation we deem necessary to verify Your identity at the time of delivery. If we are unable to verify or authenticate any information You provide, we or the Merchant shall have the right to refuse the delivery and cancel the Order.
- 7.4. **Title to Products:** A Product will be considered owned by You and Your responsibility from the time the Product is delivered to Your delivery address, and only after You have paid the Merchant or the Licensed Short-Term Credit Provider for the Product in its entirety (if You have chosen flexible payment options as listed in section 6 of these Terms).

## 8. CANCELLATION AND REJECTION OF ORDERS

- 8.1. For eligible Products, You may cancel Your Order in accordance with our Cancellations, Returns & Refunds Policy (available [here](#)).

## 9. RETURNS AND REFUNDS

- 9.1. Each Product shall have a description regarding the possibility and eligibility of its return which shall be provided to us by the respective Merchant. For all returns and refunds related requests, please refer to our Cancellations, Returns & Refunds Policy (available [here](#)).

## 10. PROMOTIONAL OFFERS AND DISCOUNTS

- 10.1. We or the Merchants may occasionally offer promotions/discounts on the Products or Services. The specific terms of each promotional offer/discount shall be stated on the Platform at the time they are offered.

## 11. **THIRD-PARTY TERMS**

- 11.1. Please note that where we provide You the Products through any third parties including without limitation, the Affiliates, Merchants, or Licensed Short-Term Credit Provider, etc. All the services provided through third parties are subject to the relevant terms and conditions of such third parties. We are not responsible for any changes to their terms or policies; pricing of Products provided through the third parties and shall bear no liability regarding the same.

## 12. **REPRESENTATIONS AND UNDERTAKINGS**

- 12.1. When You create an Account, You represent and warrant to us that:
- 12.1.1. You possess the full capacity to enter into a legally binding contract, to accept these Terms;
  - 12.1.2. You have provided us with accurate, true and complete information about Yourself, as may be required under Applicable Law for Your uninterrupted access to the Platform and as may be set out in these Terms. You agree to update this information, as may be required and to maintain its accuracy;
  - 12.1.3. Your usage of the Platform is and will be in full compliance with Applicable Law and regulations for the time being in force, is not prohibited by any laws or regulations otherwise applicable to You, and is not for illegal or for any immoral purpose and that You are in compliance of all laws in relation to the reporting any trading activities or profits for taxation purposes;
  - 12.1.4. Your usage of the Platform does not infringe on the rights of any person, whether natural or legal, or any other User; and
  - 12.1.5. You agree to maintain the confidentiality of any password and username that You are given, or You may select and are responsible for any and all activities which may occur through Your Account. You agree to immediately notify us of any unauthorized use of Your password or username or any known or suspected breach of security. You agree that You shall be responsible for any monetary or non-monetary penalties, or sanctions, of any nature and by whatsoever name called imposed on You by relevant authorities if Your Account is misused or used without Your consent, due to You inability to maintain the confidentiality of any password and username that You are in given in relation to Your enjoyment of the Platform.
- 12.2. You agree that we reserve the right to suspend or terminate Your access to Your Account or any portion of the Platform, in the event that:
- 12.1.6. We reasonably suspect that You are in breach of any of Your obligations under these Terms of Use;
  - 12.1.7. We reasonably suspect that You have committed any fraudulent or illegal activities, in breach of Applicable Law; or
  - 12.1.8. For any other reason that we feel necessary to ensure compliance with the Applicable Law.
- 12.3. You agree and acknowledge that You are solely and wholly responsible for obtaining and maintaining any hardware, facilities, connections, licenses, permits, database, equipment, external software or any other resources as may be required and/or necessary for Your use of the Platform (such as a mobile device, internet connection and telecommunications). You agree that we will not be liable to bear any costs, expenses, losses or other damages which You may incur directly or indirectly, with respect to such hardware, facilities, connections, database, equipment or external software or any other resources as may be required, in connection with Your use of the Platform.

## 13. **FEES**

- 13.1. Currently, we may charge a Platform fee for some of the Services. We reserve the right to, at any time in the future to introduce, modify, alter or remove any fees or Platform charges.



#### 14. **OWNERSHIP AND INTELLECTUAL PROPERTY**

- 14.1. We grant You a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Materials and Marks owned by or licensed to us, for the enjoyment of the Services in alignment with these Terms.
- 14.2. The intellectual property on the Platform, including without limitation, the code, text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (**Materials**) and the trademarks, service marks and logos contained therein (**Marks**), are owned by or licensed to us (except as expressly set forth herein), and are subject to copyright and other intellectual property rights in the relevant jurisdictions. Materials on the Platform are provided to You "AS IS" for Your information and personal use only and may not be reverse engineered, used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes other than using the Platform to enjoy the Services.
- 14.3. To the best of our knowledge the Materials and Marks are licensed to us by third parties for providing the Services to You, do not infringe on the intellectual property rights of any person or entity.
- 14.4. We reserve all rights not expressly granted herein, to the Platform, the Materials and the Marks.
- 14.5. You agree not to circumvent, disable, or otherwise interfere with security related features of the Platform or features that prevent or restrict You or any third party from using or copying of any Materials or enforce limitations on use of the Platform or the Materials therein.

#### 15. **DATA COLLECTION & RECORD MAINTENANCE**

- 15.1. We will periodically collect, store, process and use data (including, but not limited to technical information) in connection with You and Your use of the Platform. We will store and process Your data in accordance with the data protection principles contained under Applicable Law. The policies related to Your data and its use by us shall be contained in our privacy policy (available [here](#)).
- 15.2. We maintain records of Your transactions with Merchants on the Platform in accordance with Applicable Law.

#### 16. **PROHIBITED USE OF THE PLATFORM**

- 16.1. You agree that You shall not exploit the Platform in any unauthorized way whatsoever, including but not limited to trespass, or materially burden the network capacity of the Platform and You shall not use the Platform for any illegal or immoral purpose, or in violation of any Applicable Law and regulations, such as laws governing intellectual property and other proprietary rights, data protection and privacy and anti-money laundering.
- 16.2. We reserve the right to apply any limits on the use of the Platform as we deem fit, for example, by amending the Services, introducing a fee, limiting the available features, or number of supported Users. We further reserve the right to publish such limitations, or to amend such limitations at will, in each case in our sole discretion.
- 16.3. You may not use the Platform to engage in the Prohibited Activities, which shall include, but not be limited to:
  - 16.3.1. Unlawful Activities: Activities which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in any country, including but not limited to any sanctioned persons or countries, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information;
  - 16.3.2. Abusive Activities: Actions which impose an unreasonable or disproportionately large load on the Platform's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Platform that contains viruses, trojan horses, worms, or any other harmful or

deleterious programs; attempt to gain unauthorized access to the Platform, other User's accounts, computer systems or networks connected to the Platform, through password mining or any other means; uploading any content which may be illegal, abusive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, violate any confidentiality agreements or other contract, or otherwise be injurious to third parties;

- 16.3.3. Abuse Other Users: Interfere with another User's access to or use the Platform, or any part thereof, defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, privacy rights, publicity and intellectual property rights) of other Users; incite, threaten, facilitate, promote, or encourage violent acts against other Users; harvest or otherwise collect information from the Platform about other Users, including without limitation, any personal identifiable data, without proper consent;
- 16.3.4. Fraud: Activities which operate to defraud us or any other person; provide any false, inaccurate, or misleading information to us, infringement of any intellectual property rights of any entity or User, engage in activities involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under any Applicable Law, including but not limited to distribution, or access to counterfeit licensed materials or materials without the appropriate authorization from the rights holder, or perform any action that implies an untrue endorsement by or affiliation with us; and
- 16.3.5. Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under any Applicable Law, including but not limited to, sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder, use of our Materials, Marks, or other intellectual property, name, or logo, including use of our without our express written consent or in a manner that otherwise harms us or our brand; or perform any action that implies an untrue endorsement by or affiliation with us.

## 17. WARRANTIES AND DISCLAIMERS

- 17.1. EXCEPT WHERE EXPRESSLY PROVIDED FOR OTHERWISE, THIS PLATFORM AND THE SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR MERCHANTS, AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM AND ITS CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE PLATFORM AND ANY OF ITS CONTENT THEREON WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- 17.2. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY OF OUR SERVICE PROVIDERS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (A) AS TO THE OPERATION OR AVAILABILITY OF THE PLATFORM OR THE SERVICES, OR THE INFORMATION, CONTENT, AND

- MATERIALS OR PRODUCTS INCLUDED THEREON; (B) THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; (C) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE PLATFORM OR SERVICES; OR (D) THAT THE PLATFORM, SERVICES, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON OUR BEHALF ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.
- 17.3. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERTISEMENTS, DIRECTORY INFORMATION, BUSINESS LISTINGS/ INFORMATION, MESSAGES BETWEEN USERS, INCLUDING E-MAILS OR CHATS OR OTHER ELECTRONIC COMMUNICATION THROUGH THE PLATFORM OR ANOTHER THIRD PARTY, OR OFFERINGS, FILES, IMAGES, PHOTOS, VIDEO, SOUNDS, OR ANY OTHER MATERIAL MADE AVAILABLE THROUGH THE PLATFORM. FURTHER, WE SHALL NOT BE RESPONSIBLE IF BY USING THE PLATFORM OR THE SERVICES, YOU MAY BE EXPOSED TO CONTENT THAT IS OFFENSIVE, INDECENT, INACCURATE, MISLEADING, OR OTHERWISE OBJECTIONABLE. AS FAR AS APPLICABLE LAW ALLOWS, YOU ARE RESPONSIBLE FOR AND MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE PLATFORM, THE SERVICES, AND ANY ASSOCIATED CONTENT.
- 17.4. ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE PLATFORM IS AT YOUR OWN DISCRETION AND RISK. WE ARE NOT LIABLE IN ANY WAY FOR THE CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE BROWSING, USING OR READING ANY CONTENT LISTED, E-MAILED OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM AND SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT THEREFROM.
- 17.5. WE MAKE NO REPRESENTATION IN RELATION TO THE SUITABILITY OR COMPLETENESS OF ANY INFORMATION, SOFTWARE, AND SERVICES CONTAINED ON THIS PLATFORM FOR ANY PURPOSE, THE DISPLAY OR PROMOTION OF ANY PRODUCTS ON THIS PLATFORM DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION BY US THEREOF.
- 17.6. WE DO NOT MAKE ANY REPRESENTATION OR PROVIDE ANY EDUCATION, OPINION OR INFORMATION IN RESPECT OF ANY PRODUCTS THROUGH ITS PLATFORM, AND NOTHING ON THE PLATFORM SHALL BE DEEMED TO CONSTITUTE ANY ADVICE OR ENDORSEMENT OF ANY PRODUCTS AND SHOULD NOT BE TREATED AS SUCH.
- 17.7. NOTHING ON THE PLATFORM CONSTITUTES AN ADVERTISEMENT, ENDORSEMENT OR ADVICE BY US OR ANY INDUCEMENT TO PURCHASE ANY PRODUCTS OR IN RESPECT OF ANY OF THE SERVICES. YOU AGREE TO RELY ON THE PLATFORM OR ANY OF THE SERVICES AT YOUR OWN DISCRETION AND RISK. WE DO NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS AND DO NOT GUARANTEE THAT THE USE OR OTHER EXPLOITATION OF THE PLATFORM WILL LEAD TO ANY FAVOURABLE RESULTS AS MAY BE EXPECTED BY YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OR THROUGH THE PLATFORM WILL CONSTITUTE ANY WARRANTY AND/OR REPRESENTATION.
- 17.8. WE ARE NOT OBLIGED TO PRE-SCREEN OR APPROVE ANY CONTENT, BUT HAVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION, TO REFUSE, DELETE OR MOVE ANY CONTENT THAT IS OR MAY BE AVAILABLE ON THE PLATFORM OR IN THE PROVISION OF ITS SERVICES, FOR VIOLATING THESE TERMS AND SUCH VIOLATION BEING BROUGHT TO OUR KNOWLEDGE OR FOR ANY OTHER REASON.
- 17.9. THE PLATFORM AND THE CONTENT AVAILABLE THROUGH IT MAY CONTAIN

LINKS TO OTHER WEBSITES WHICH MAY BELONG TO THIRD PARTIES (**THIRD-PARTY WEBSITES**), WHICH ARE UNRELATED TO US. IF YOU ACCESS THE LINK TO THIRD PARTY WEBSITES, YOU MAY BE SUBJECT TO THOSE THIRD-PARTY WEBSITES' TERMS AND CONDITIONS AND OTHER POLICIES. AS FAR AS THE APPLICABLE LAW ALLOWS, WE MAKE NO REPRESENTATION OR GUARANTEE AS TO THE ACCURACY OR AUTHENTICITY OF THE INFORMATION CONTAINED IN ANY SUCH THIRD-PARTY WEBSITES, AND YOUR ACCESS TO AND/OR USE OF ANY OTHER WEBSITES IS, AS FAR AS ALLOWED BY APPLICABLE LAW, COMPLETELY AT YOUR OWN RISK AND WE DISCLAIM ALL LIABILITY THERETO.

- 17.10. WE MAY PAUSE OR INTERRUPT THE PLATFORM AT ANY TIME, AND YOU SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE PLATFORM.

## **18. LIMITATION OF LIABILITY**

- 18.1. WE AND OUR AFFILIATES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 18.2. WE AND OUR AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS, OPPORTUNITY, OR OTHER PECUNIARY LOSS, LOSS OF DATA, OR ANY DIRECT, INDIRECT INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES, COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR INABILITY TO USE THE PLATFORM, INCLUDING AS A RESULT OF (I) ANY TERMINATION OR SUSPENSION OF YOUR USE OF OR ACCESS TO YOUR ACCOUNT, (II) OUR DISCONTINUATION OF ANY PART OF, OR ALL OF THE PLATFORM, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER ANY SEPARATELY AGREED SERVICE-LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE PLATFORM FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; OR (IV) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.

## **19. INDEMNITIES**

- 19.1. You agree that You shall defend, indemnify, and hold harmless, us, and each of our respective Affiliates, employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, expenses (including but not limited to debt collection expenses) and legal fees (including reasonable attorneys' fees) incurred in connection with any claims, demands or damages arising out of or related to any breach of these Terms of Use by You, or Your violation of any Applicable Law, rule or regulation which may result in a breach of these Terms of Use by You, or arising out of or relating to any third party claim.
- 19.2. You agree to indemnify us and our Affiliates in respect of any damages and additional expense (including, but not limited to legal costs and debt collection expenses) which we may suffer or incur, directly or indirectly, as a result of unlawful actions conducted by You including by way of any Prohibited Activities, which may result in the breach of Your obligations under these Terms of Use.

## **20. APPLICABLE LAW AND JURISDICTION**

- 20.1. **Applicable Law:** These Terms of Use are governed by the laws applicable in the Emirate of Dubai.
- 20.2. **Jurisdiction:** In case of any disputes in relation to these Terms of Use, or the use of the

Platform, You agree to submit to the exclusive jurisdiction of the courts in the Emirate of Dubai, UAE.

## 21. SUPPORT

- 21.1. For any queries, concerns or issues related to the Platform, any of the Services, or these Terms of Use, You can contact our customer support at [info@alifx.ae](mailto:info@alifx.ae) or +971-43162999. Please contact us as soon as possible, if You become aware of an error or any other problems related to the Platform.
- 21.2. While we aim to respond within a reasonable timeframe, please note that response times can vary depending on the nature of Your query.
- 21.3. If Your complaint remains unresolved, You may escalate it to the relevant authority or ministry in Your country of residence.

## 22. MISCELLANEOUS

- 22.1. **No relationship:** Us, Merchants, Licensed Short-Term Credit Providers, and You are all intended to remain mutually independent parties. Nothing under these Terms of Use shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, between two or more of these parties.
- 22.2. **No Assignment:** These Terms of Use represent the entire agreement between us and You and supersedes any and all other agreements between us and You, whether written or oral, regarding the subject matter hereof (but not including any add-on services as may be requested by You). Unless otherwise specified in writing by us, these Terms of Use shall govern and supersede any other agreement entered into between us and You in respect of Your use of the Platform. We may assign our rights or obligations pursuant to these Terms to any person as we see fit and without Your prior consent. You agree not to assign any rights under these Terms of Use without our explicit written consent.
- 22.3. **No Waiver:** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under these Terms shall not constitute a waiver of such term.
- 22.4. **Notices:** You agree to accept all communications from us via email. If we send an email to the email address on record for Your Account, You agree and understand that this constitutes notice from us to You. If You email us, this constitutes notice from You to us. For all notices made by email, the date of receipt is considered to be the date of transmission.
- 22.5. **Language:** These Terms of Use and all documents and information in connection with the Terms will be provided in English. We will communicate with You in connection with these Terms in English, and we will only accept instructions and notices from You in English.
- 22.6. **Acceptance of terms:** Your continued use of the Platform shall constitute and be deemed as acceptance of these Terms of Use and any amendments hereof as set out above.
- 22.7. **Survival:** Notwithstanding the termination of these Terms of Use or the expiration of Your Account, the provisions which by their nature are intended to survive, including without limitation those relating to intellectual property rights, indemnities, warranties and disclaimers, limitation of liability, governing law and jurisdiction, dispute resolution, confidentiality, and the enforcement of any accrued rights or obligations, shall continue in full force and effect. This includes, without limitation, sections 14 (*Ownership and Intellectual Property*), 16 (*Prohibited Use of the Platform*), 17 (*Warranties and Disclaimers*), 18 (*Limitation of Liability*), 19 (*Indemnities*), and 20 (*Applicable Law and Jurisdiction*), as well as any other provisions that by their sense and context are intended to survive termination or expiration of these Terms.
- 22.8. **Severability:** If any part of these Terms of Use shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms of Use, which shall remain in full force and effect. If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it





valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms of Use.

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