Jabal

ALIKSON SKY Co LLC
P.O. Box 777, Baniyas Road
Dubai, United Arab Emirates
Jabal-world.com

Terms Of Service

This Website (as defined in Clause 1 below) is an electronic publication of and a service provided by **ALIKSON SKY TRADING L.L.C** (a company incorporated in Dubai) (hereinafter referred to as "**Publisher**").

Any and all access to and use of this Website are subject to, and constitute each Visitor's (as defined in Clause 1 below) acknowledgment and acceptance of, the following terms ("Terms of Use"). Each Visitor also agrees to accept and comply with any and all other guidelines, notices, operating rules, policies and instructions pertaining to the access and use of this Website, as well as any amendments to the aforementioned, issued by Publisher (and/or other relevant members of the ALIKSON SKY TRADING L.L.C (as defined in Clause 1 below)) and posted in this Website, from time to time. If any Visitor does not accept these Terms of Use (and such guidelines, notices, operating rules, policies and instructions), the Visitor must stop accessing and using this Website.

Publisher (and/or other relevant members of ALIKSON SKY TRADING L.L.C (as defined in Clause 1 below), as the case may be) may amend or update these Terms of Use (and other guidelines, notices, operating rules, policies and instructions) at any time and Publisher may post the amended or updated version thereof on this Website. Such amended or updated version shall automatically be effective upon its posting on this Website and Visitors are deemed to be aware of and bound by any changes to these Terms of Use upon posting on this Website. The right of Publisher (and/or other relevant members of ALIKSON SKY TRADING L.L.C (as defined in Clause 1 below), as the case may be) to amend or update these Terms of Use (and such guidelines, notices, operating rules, policies and instructions) in the manner aforesaid may be exercised without the consent of the Visitor or any other person or entity. If any Visitor does not accept any such amendments or updates, the Visitor must stop accessing and using this Website.

1. Definitions and interpretation

   Definitions: In these Terms of Use, the following words and expressions shall, unless the context otherwise requires, have the following respective meanings:-

   "Affected Provision"

   shall have the meaning ascribed thereto in Clause 19 below.

   "Force Majeure Event"

in relation to a person or entity, shall mean an event or a failure which is beyond that person's or entity's reasonable control, including but not limited to: acts of God; fire; flood; explosion; storm; hurricane; typhoon; tsunami; earthquake; natural or other disasters; vandalism; power surge or outage; cable cut; disruptions or failures in telecommunication systems or equipment or electrical power or supply; server crashes; back-up failures; disruptions to or failure of Internet access or connectivity; serious accidents; disease outbreaks, epidemics or quarantine or travel restrictions; any law, order, regulation, direction, action or request of any government (including state and local governments) or any civil or military authority, or of any dependent agency, commission, court, bureau, corporation or other instrumentality thereof; allocation regulations or orders affecting materials and/or the supply thereof; national emergencies, insurrections, riots, civil commotion, war or warlike operations; acts of terrorism; strikes, lockouts, work stoppages or labour disputes, troubles or difficulties; delays in transportation; supplier failures, shortages, breaches or delays; or inability after due and timely diligence to procure materials, accessories, equipment or parts.

"ALIKSON SKY TRADING L.L.C Content"

shall mean this Website, and all content, information, applications, programmes, texts, images, links, sounds, graphics, videos, software and other materials displayed or made available on this Website, and all files within and attachments transmitted through this Website and all data within such files and attachments, but excluding Third Party Content.

"ALIKSON SKY TRADING L.L.C"

shall mean ALIKSON SKY TRADING L.L.C, a Dubai company, and its subsidiaries (including Publisher) from time to time.

"ALIKSON SKY TRADING L.L.C Indemnitees"

shall mean Publisher and other members of the ALIKSON SKY TRADING L.L.C, and any directors, officers, employees, representatives, agents, service providers and/or assigns thereof.

"Intellectual Property Rights"

shall mean all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

"Liabilities"

shall mean claims, demands, damages, losses, liabilities, settlement sums, suits, actions, proceedings, judgments, fines, penalties, charges, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis.

"Overall Content"

shall mean the ALIKSON SKY TRADING L.L.C and the Third Party Content, collectively.

"Password"

shall refer to the valid password that is used in conjunction with the Username to access and use password-protected and/or secure areas of this Website that are restricted to authorized users only.

"Publisher"

shall have the meaning ascribed thereto in the first paragraph of the opening section above.

"Relevant Activity"

in relation to any product appearing in this Website and/or any of the Overall Content, shall mean any one or more of the following (as the context requires): the import, export, storage, transportation, transit, customs clearance, delivery, use, advertising, display, reproduction, offer, sale, supply, purchase, provision or re-sale of such product or any transaction, activity or dealing in respect of any such product.

"Specific Services"

shall mean those services, provided by relevant members of the ALIKSON SKY TRADING L.L.C in or through this Website.

"Specific Terms"

shall mean the respective terms and conditions applicable to Specific Services, including those prescribed or imposed by relevant members of the ALIKSON SKY TRADING L.L.C in relation to such Specific Services, or those contained in respective agreements entered into between Visitors and relevant members of the ALIKSON SKY TRADING L.L.C in relation to such Specific Services.

"Terms of Use"

shall have the meaning ascribed thereto in the second paragraph of the opening section above.

"Third Party Content"

shall mean those content, information, applications, programmes, texts, images, links, sounds, graphics, videos, software and other materials displayed in or made available in or through, included in, posted through, or linked through, this Website (including all files within and attachments transmitted through this Website and all data within such files and attachments), which are submitted by, originate from, are provided by, are obtained from or pertain to third party websites or other third parties, and in or to which the Intellectual Property Rights are not owned by members of the ALIKSON SKY TRADING L.L.C.

"Third Party Licensors"

shall mean the respective owners (not being members of the ALIKSON SKY TRADING L.L.C) of the titles, rights and interests in or to the Third Party Content.

"Trade Marks"

shall have the meaning ascribed thereto in Clause 3 below.

"Username"

shall refer to the unique login identification name or code which identifies a Visitor who registers with this Website.

"Visitor"

shall mean the individual or entity who, or the individual or entity whose agent or representative, accesses and/or uses this Website, or the services, features and functionalities provided in or through this Website, or any of the Overall Content.

"Website"

shall mean the website on the Internet owned and/or operated by Publisher and the homepage of which is presently located at http://jabal-world.com/

Interpretation: Any reference in these Terms of Use to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. Any references herein to "Clauses" are references to the clauses of these Terms of Use. In these Terms of Use, whenever the words "include", "includes" or "including" are used, they will be deemed to be followed by the words "without limitation". Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms of Use.

Application of other terms and conditions

These Terms of Use shall apply to each Specific Service, in addition to any and all other Specific Terms applicable to such Specific Service; provided however that:-

in the event of any conflict or inconsistency between any provision of the Specific Terms and any provision of these Terms of Use, such conflict or inconsistency shall (except as otherwise expressly provided or agreed) be resolved in a manner favorable to Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C ; and

2. only to the extent that such conflict or inconsistency cannot be so resolved, the provisions of the Specific Terms shall prevail.
3. Ownership of Intellectual Property Rights

Unless otherwise expressly stated:-

all titles, rights and interests (including without limitation Intellectual Property Rights) in respect of the ALIKSON SKY TRADING L.L.C Content are owned by, licensed to or controlled by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C, and nothing herein confers on Visitors any title, right or interest in respect thereof; and

4. all titles, rights and interests (including without limitation Intellectual Property Rights) in respect of the Third Party Content are owned by, licensed to or controlled by the relevant Third Party Licensors, and nothing herein confers on Visitors any title, right or interest in respect thereof.
5. The trade marks, service marks, trade names and logos used and displayed on this Website (collectively the "**Trade Marks**") are registered and unregistered trade marks of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C and/or other third parties. No right or

license is given to Visitors to download, reproduce or use such Trade Marks. Nothing on this Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trade Marks, without the written permission of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C and/or other third parties. The names of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C may not be used in any way without the prior written permission of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C. Any other names of third party companies, products, programmes, applications, systems and solutions mentioned or referred to in this Website are or may be the trade marks of the respective owners/licensors or licensees, and in such cases, Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C are not and should not be deemed to be connected or associated or affiliated in any way with such other owners/licensors or licensees.

Restricted use of Overall Content

Visitors may use, download, reproduce and/or distribute internally non-substantial portions of the ALIKSON SKY TRADING L.L.C, on an occasional ad-hoc basis, solely and exclusively for personal or internal and non-commercial purposes, PROVIDED HOWEVER THAT:-

such use, downloading, reproduction and/or distribution of such ALIKSON SKY TRADING L.L.C Content (either in hard copy or electronic form) is not done in any manner which might be competitive with or prejudicial to Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C and/or their businesses, and/or their use, downloading, reproduction and/or distribution of such ALIKSON SKY TRADING L.L.C Content or other content similar thereto;

6. such ALIKSON SKY TRADING L.L.C Content is used, downloaded, reproduced and/or distributed, without modification, and with retention or inclusion of the appropriate notices, including copyright notices and other applicable proprietary notices, indicating Publisher (and/or other relevant members of the ALIKSON SKY TRADING L.L.C, as the case may be) as the source of such ALIKSON SKY TRADING L.L.C Content and prohibiting any further use, downloading, reproduction and/or distribution of such ALIKSON SKY TRADING L.L.C Content; and
7. such use, downloading, reproduction and/or distribution of any ALIKSON SKY TRADING L.L.C Content do not and shall not be deemed to transfer any title, right or interest in or to such ALIKSON SKY TRADING L.L.C Content, and such ALIKSON SKY TRADING L.L.C Content may be used, downloaded, reproduced and/or distributed only in accordance with Clauses 3, 4 and 5.
8. Except as expressly permitted in this Clause 4, Visitors may not use, download, copy, reproduce, modify, alter, reverse engineer, decompile, disassemble, separate, sell, transfer, rent, license, publish, republish, display, broadcast, hyperlink, mirror, frame, transmit, store, install, distribute, disseminate in any form or in any manner or by any means, or otherwise allow access to or in any other fashion re-use, all or any part or parts of this Website, the ALIKSON SKY TRADING L.L.C Content and/or the Third Party Content, without the prior written permission of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C and/or the relevant third party owners/licensors or licensees of the relevant Intellectual Property Rights, as the case may be.
9. Protection of Intellectual Property Rights

Visitors acknowledge that this Website and the ALIKSON SKY TRADING L.L.C Content (or the Third Party Content, as the case may be) were prepared by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C (or the Third Party Licensors, as the case may be) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money.

Visitors agree to protect all rights and interests (including without limitation Intellectual Property Rights) of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C (or the

Third Party Licensors, as the case may be) in or to this Website and the ALIKSON SKY TRADING L.L.C (or the Third Party Content, as the case may be).

In addition, Visitors shall honor and comply with reasonable written requests made by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C (or, as the case may be, the Third Party Licensors) in connection with the protection, enforcement or exercise of Publisher's and/or other relevant members' of the ALIKSON SKY TRADING L.L.C (or, as the case may be, the Third Party Licensors') contractual and other legal (whether statutory or common law) or equitable rights and remedies in respect of this Website and the ALIKSON SKY TRADING L.L.C Content (or the Third Party Content, as the case may be).

Updates

All updates to or addition of ALIKSON SKY TRADING L.L.C Content and Third Party Content, and all new versions of this Website shall be subject to these Terms of Use as if each such update, addition and/or new version were the original ALIKSON SKY TRADING L.L.C Content, Third Party Content or Website (as the case may be) referred to herein.

Modifications

Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C reserve the right to control the look and feel of this Website and shall be entitled to publish any notices or disclaimers on this Website in the manner and to the extent deemed necessary by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C at their sole discretion.

Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C reserve the right to update, suspend, discontinue, alter or modify this Website or any information, data, instructions, functionalities, features, services, products or other content provided in or through this Website, including portions thereof, from time to time and without giving any reason or prior notice. Such updates, suspensions, discontinuations, alterations or modifications may include, without limitation, changes to, additions of or withdrawals of information, data, instructions, functionalities, features, services, products or other content. Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C shall not be liable if any such updates, suspensions, discontinuations, alterations or modifications prevent or disrupt Visitors from accessing this Website or associated information, data, instructions, functionalities, features, services, products or other content.

Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C reserve the right (but shall not be obliged) to:

monitor, screen or otherwise control any activity, content or material on or accessible through this Website, or investigate any violation of these Terms of Use and take any action they deem appropriate;

10. prevent, suspend or restrict any Visitor's access to (i) any password-protected or secure areas of this Website and/or (ii) any particular service, functionality or feature provided in or through this Website; and/or
11. report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

- No endorsement of third parties

Without prejudice to Clause 9, Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C do not endorse or make any representation or warranty whatsoever (whether

express, implied or statutory), and shall not be responsible or liable under any circumstances whatsoever, in respect of:-

any third party website hyperlinked to this Website, or any information, data, instructions, functionalities, features, services, products or other content offered or provided in or through such third party website;

- any third party website hyperlinked to this Website, or any information, data, instructions, functionalities, features, services, products or other content offered or provided in or through such third party website;
- (without prejudice to the generality of the foregoing) any Third Party Content.
- Such third party websites, third party information, data, instructions, functionalities, features, services, products or other content (whether provided or offered in or through such third party websites or in or through this Website) and Third Party Content are the sole responsibility of independent third parties and are not under the control of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C, and as against Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C, Visitors' access and/or use thereof and/or reliance thereon is solely at such Visitors' own risk (and Visitors are advised not to act and/or rely thereon without first independently verifying the same).

Visitors' rights and remedies in respect thereof are governed solely by other applicable agreements or terms (if any) between the relevant Visitor and the relevant third party. For the avoidance of doubt, the agreements or terms pertaining to the foregoing are agreements or terms entered into directly and only between the relevant Visitor and the relevant third party. In no event shall the ALIKSON SKY TRADING L.L.C establish or be required to establish any such agreement or terms with such Visitor.

Without prejudice to the generality of Clause 8.a above:-

a description or reference to a product or service in this Website (including any description or reference via hyperlink) does not imply endorsement by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C of that product or service;

- Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C do not make any representation or warranty as to the quality, accuracy, reliability, currency, suitability or lack of defects or deficiencies of any third party websites, third party information, data, instructions, functionalities, features, services, products or other content (whether provided or offered in or through such third party websites or in or through this Website) and Third Party Content;
- Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C shall not be liable or responsible for any defects, deficiencies, errors, omissions or inaccuracies or any delays, defamation, libel, slander, misrepresentation, falsehood, obscenity, pornography, profanity, or any other objectionable, offensive, indecent or illegal material contained in any third party websites, third party information, data, instructions, functionalities, features, services, products or other content (whether provided or offered in or through such third party websites or in or through this Website) and Third Party Content; and
- any third parties submitting or providing Third Party Content:
  - are solely responsible for such Third Party Content;
  - without prejudice to Clause 12, warrant and represent that they have the right and authority to submit or provide such Third Party Content and that such Third Party Content do not infringe the rights and interests (including without limitation Intellectual Property Rights) of any third party; and
  - hereby grant to Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C a non-exclusive, world-wide, royalty-free, irrevocable license and right to host,

transmit, distribute or use (which will include the right to copy, reproduce and/or publish) such Third Party Content in connection with the operation of this Website and for the purposes such third parties have instructed or requested.

12. Exclusion of representations and warranties

Information displayed on this Website may be from a variety of sources. All data and/or information (including Overall Content) contained in this Website is provided for informational purposes only.

This Website and the Overall Content are made available "as is" and "as available", without any representation or warranty of any kind, whether express, implied or statutory, given by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C in conjunction with this Website and the Overall Content, including but not limited to:

a description or reference to a product or service in this Website (including any description or reference via hyperlink) does not imply endorsement by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C of that product or service;

13. Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C do not make any representation or warranty as to the quality, accuracy, reliability, currency, suitability or lack of defects or deficiencies of any third party websites, third party information, data, instructions, functionalities, features, services, products or other content (whether provided or offered in or through such third party websites or in or through this Website) and Third Party Content;
14. Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C shall not be liable or responsible for any defects, deficiencies, errors, omissions or inaccuracies or any delays, defamation, libel, slander, misrepresentation, falsehood, obscenity, pornography, profanity, or any other objectionable, offensive, indecent or illegal material contained in any third party websites, third party information, data, instructions, functionalities, features, services, products or other content (whether provided or offered in or through such third party websites or in or through this Website) and Third Party Content; and
15. any representation or warranty that this Website and/or any of the Overall Content will be provided uninterrupted, secure or free from errors, omissions, computer viruses or other malicious, destructive or corrupting code, agent, program or macros, or that any identified defect will be corrected;
16. any representation or warranty of the security of any Overall Content transmitted by or to Visitors through this Website;
17. any representation or warranty that the Overall Content transmitted or received through this Website by Visitors will not be accessed by unauthorized third parties and/or disclosed by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C or their directors, officers, employees, representatives or agents to third parties purporting to be such Visitors or purporting to act under such Visitors' authority (and Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C neither endorse nor assume any responsibility for the contents of such Visitors' transmissions or communications through this Website and such Visitors are solely responsible therefor); and
18. all representations and/or warranties, to the extent capable of being excluded under applicable law, are hereby expressly excluded by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C, their licensors, dealers, distributors, representatives, agents, directors, officers and employees, and all third parties (if any) involved in the creation, production or delivery of this Website and/or any of the Overall Content.
19. In particular, but without prejudice to the generality of the foregoing, Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C, their licensors, dealers, distributors, representatives, agents, directors, officers and employees, and all third parties (if any) involved in

the creation, production or delivery of this Website and/or the Overall Content, make no representations or warranties as to (and Visitors assume the entire risk as to):-

anything contained in, the performance of, or the results that may be obtained by using, this Website or any of the Overall Content;

20. the consequences in connection with the downloading, installing or using of any of the Overall Content transmitted through this Website;
21. the quality, accuracy, reliability or suitability for any purpose whatsoever of this Website or any of the Overall Content; and
22. the standing, credit or otherwise of any person or entity mentioned in this Website or in any of the Overall Content.
23. Exclusion of liability

In no event nor for any reason whatsoever shall Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C, their licensors, dealers, distributors, representatives, agents, directors, officers or employees, or any third party involved in the creation, production or delivery of this Website or any of the Overall Content be liable, even if foreseeable or if the foregoing parties may have been advised of, or otherwise might have anticipated, the possibility or likelihood of such loss, damages or expenses, for any loss, damages or expenses (including direct, indirect, special, incidental, secondary, consequential, punitive or exemplary damage, or economic or financial loss, or any claims for loss of profits, loss of data, loss of business information, loss of use, loss of anticipated revenue, profits or benefits or business interruption or delay), whatsoever or howsoever caused (regardless of the form of action, including tort or strict liability), arising directly or indirectly from or in connection with:-

any access, use, misuse or inability to access or use, or any information, data, instructions, functionalities, features, services, products or other content obtained or downloaded from or through, this Website, other website or webpage linked to this Website or any other party referred by this Website, or reliance on any of the Overall Content, whether based upon contract, tort, negligence, strict liability or otherwise;

24. any consequences or damages arising in connection with the downloading, installing or using, or the inability to download, install or use, of any Overall Content transmitted through this Website by Visitors or other third parties;
25. any failure, delay, disruption or interruption in, of or to this Website, howsoever caused or arising;
26. any failure, delay, disruption or interruption in, of or to the use, availability transmission or reception of any Overall Content through this Website, howsoever caused or arising;
27. any defect, deficiency, breakdown or failure of any software or any equipment or system (whether or not maintained or operated by the ALIKSON SKY TRADING L.L.C or any other person), or any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent, program or macros, howsoever caused or arising;
28. any loss, corruption, deletion or damage of or to any Overall Content (whether belonging to, provided by or stored by the Visitor or otherwise) which is transmitted to or stored in any system or equipment (whether or not maintained or operated by the ALIKSON SKY TRADING L.L.C, the Visitor or other third parties), howsoever caused or arising;
29. any error, interruption, breach or failure or delay in performance of its obligations under these Terms of Use or in this Website's operation, or for any inaccuracy, unreliability or unsuitability of this Website or any of the Overall Content, which is due, in whole or in part, directly or indirectly to a Force Majeure Event; and
30. any defects, deficiencies, errors, omissions or inaccuracies in this Website, any of the Overall Content or any of the third party websites, third party information, data, instructions,

functionalities, features, services, products or other content (whether provided or offered in or through such third party websites or in or through this Website).

- Limitation of liability

  Notwithstanding any other provision of these Terms of Use, the maximum cumulative liability of all of Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C and their licensors, dealers, distributors, representatives, agents, directors, officers or employees, or third parties (if any) involved in the creation, production or delivery of this Website or any of the Overall Content, in respect of all Liabilities under, arising out of or in connection with these Terms of Use and the provision of this Website and the Overall Content, shall in no event exceed in the aggregate the sum of one United States Dollar (US$1.00) only, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, or for any loss, damage or liability whatsoever.

  Infringement of rights and/or violation of laws or regulations

  Each Visitor agrees and undertakes that the Visitor shall not use this Website or any of the Overall Content in any manner that infringes or violates, or might potentially infringe or violate, any rights and interests (including without limitation Intellectual Property Rights) of any person or entity, or any applicable law or regulation.

  Without limitation to the generality of the foregoing, each Visitor agrees and undertakes that the Visitor shall not use this Website or any of the Overall Content to acquire or seek to acquire any product or undertake or seek to undertake any activity, or to send any inquiries to, to communicate with, or to otherwise contact, any person or entity with a view to or in connection with acquiring any product or undertaking any transaction or activity, that would or might actually or potentially infringe or violate, or involve any actual or potential infringement or violation of, any rights and interests (including without limitation Intellectual Property Rights) of any person or entity, or any applicable law or regulation.

  Without prejudice to Clause 13, each Visitor who acquires or wishes to acquire any product from, or who enters or wishes to enter into any transaction or activity with, or who sends or wishes to send any inquiry to, communicates or wishes to communicate with or otherwise contacts or wishes to contact, or who receives or wishes to receive any communication from, any person or entity, or who undertakes or wishes to undertake any Relevant Activity in relation to any product appearing in this Websites or any of the Overall Content, whether directly or indirectly as a result of or in connection with the use of this Website and/or any of the Overall Content shall:-

  bear solely and exclusively all responsibility and risks for such product, acquisition, transaction, activity, inquiry, communication, contact or Relevant Activity, and for verifying and/or ensuring that the same do not and will not infringe or violate any rights and interests (including without limitation Intellectual Property Rights) of any person or entity, or any applicable law or regulation (and none of the members of the ALIKSON SKY TRADING L.L.C makes any representation or warranty whatsoever (whether express, implied or statutory) that the same do not and will not infringe or violate any rights and interests (including without limitation Intellectual Property Rights) of any person or entity, or any applicable law or regulation); and

- fully indemnify, defend and/or hold harmless, as the case may be, the ALIKSON SKY TRADING L.L.C Indemnitees in respect of any and all Liabilities that may be suffered, sustained or incurred, directly or indirectly, by any of the ALIKSON SKY TRADING L.L.C Indemnitees, as a

result of, or arising from or in connection with, any such product, acquisition, transaction, activity, inquiry, communication, contact or Relevant Activity infringing or violating (or being alleged to infringe or violate) the rights and interests (including without limitation Intellectual Property Rights) of any person or entity, or any applicable law or regulation (and none of the ALIKSON SKY TRADING L.L.C Indemnitees assumes or shall bear any liability, obligation, responsibility or risk whatsoever for or in respect of any such product, acquisition, transaction, activity, inquiry, communication, contact or Relevant Activity).

31. Without prejudice to the generality of the foregoing provisions of Clause 12.b, each Visitor who acquires or wishes to acquire any product appearing in this Website is advised to conduct, and shall in any event be solely and exclusively responsible for conducting, its own due diligence enquiries, checks and investigations, including (without limitation) consulting the relevant government or regulatory authorities, and seeking its own independent legal advice, as may be necessary and appropriate, so as to satisfy itself and ensure that such product and the Relevant Activities in relation to such product do not and will not infringe any rights and interests (including without limitation Intellectual Property Rights) of any person or entity and are and will be in compliance with all applicable laws and regulations.

    Each Visitor acknowledges and agrees that Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C shall not be, or be deemed to be, a party to, or otherwise involved in, any transaction(s) or activity(ies) that may be entered into between any Visitor and any person or entity directly or indirectly as a result of or in connection with the use by any Visitor of this Website.

    Indemnity

    Visitors shall indemnify the ALIKSON SKY TRADING L.L.C Indemnitees against any Liabilities that may be suffered, sustained or incurred, directly or indirectly, by the ALIKSON SKY TRADING L.L.C Indemnitees as a result of, or arising from or in connection with:-

    the ALIKSON SKY TRADING L.L.C Indemnitees having made available this Website or having entered into these Terms of Use with such Visitors; or

32. the enforcement of the ALIKSON SKY TRADING L.L.C Indemnitees' rights under these Terms of Use; or
33. any action taken by the ALIKSON SKY TRADING L.L.C Indemnitees in reliance upon any instructions which such Visitors may give in relation to this Website or their access thereto or use thereof ; or
34. any misrepresentation, negligence, fraud and/or misconduct, and/or any breach of these Terms of Use, by or on the part of such Visitors.
35. Use and operation of this Website

    Use of information relating to or collected at this Website: Visitors agree that all information and/or particulars sent or submitted by such Visitors in relation to any access and/or use of the Website or which have been collected from such Visitors' access and/or use of this Website is non-confidential and non-proprietary unless otherwise expressly indicated by such Visitors and may be used by Publisher and/or the relevant member of the ALIKSON SKY TRADING L.L.C in accordance with this Website's Privacy Policy (accessible through the "Privacy Policy" link in the footer of this Website).

36. **Contents of transmissions or communications:** With respect to all contents of transmissions or communications Visitors make or submit through this Website, ALIKSON SKY TRADING L.L.C shall be free to reproduce, use, disclose, host, publish, transmit and distribute all such contents of transmissions or communications or any part thereof to others without limitations, and Visitors

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37. **Restricted use:** Visitors agree and undertake not to:
    - use any software or material that contains a virus or damaging component which may corrupt this Website's data or detrimentally interfere with this Website or the operation of this Website;
    - transmit any materials or information through this Website which are or may be objectionable, offensive, indecent, defamatory, libelous, slanderous, false, obscene, pornographic or which may not be lawfully disseminated under applicable laws or which such Visitors know or have reason to suspect contains any viruses or damaging components which may corrupt this Website's data detrimentally interfere with this Website or the operation of this Website; or
    - use this Website other than in conformance with the acceptable use policies of any connected computer networks and any applicable Internet standards.
38. **Access to this Website:** Visitors shall be responsible for obtaining and using the necessary software and/or device, telecommunications services, hardware and/or equipment necessary to obtain access to this Website at their own risk and expense. In particular, Visitors agree and acknowledge that Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C are not providing them any Internet access or other telecommunication services and that any Internet access or telecommunications services that they may require to access and/or use this Website or the Overall Content will be their sole responsibility and that they will separately obtain such access and/or services, at their own cost, from an appropriate Internet access service provider.
39. **At Visitors' own risk:** Any risk of misunderstanding, error, loss, damage or expense resulting from the use of this Website is entirely at the Visitors' own risk and Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C shall not be liable therefor.
40. **Members only:** Access to and use of password-protected and/or secure areas of this Website are restricted to authorized users only. Visitors agree and undertake not to obtain or attempt to obtain unauthorized access to such parts of this Website, or to any other protected information, through any means not intentionally made available by Publisher for the specific use of such Visitors.
41. **Username/Password:** A Username and Password may either be: (i) determined by and issued to a Visitor who registers with this Website by Publisher; or (ii) provided by a Visitor who registered with this Website and accepted by Publisher in its sole and absolute discretion in connection with the use of and/or access to this Website. Publisher may at any time in its sole and absolute discretion forthwith invalidate the Username and/or Password without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by such Visitor or arising out of or in connection with or by reason of such invalidation. Each Visitor who registers with this Website hereby agrees to change his Password from time to time and to keep the Username and Password confidential and shall be responsible for the security of his account and liable for any disclosure or use (whether such use is authorized or not) of the Username and/or Password. Each Visitor who registers with this Website shall notify Publisher immediately if he has knowledge that or has reason for suspecting that the confidentiality of the Username and/or Password has been compromised or if there has been any unauthorized use of the Username and/or Password.
42. **Purported access and/or use of this Website:** Each Visitor who registers with this Website agrees and acknowledges that any use or purported use of or access to or purported access to this Website and any information, data, instructions or communications referable to the Username and Password shall be deemed to be, as the case may be: (i) use of or access to this Website by such Member; and/or (ii) information, data, instructions or communications carried out, transmitted or validly issued by such Visitor. Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C shall be entitled (but not obliged) to act upon, rely on and/or hold such Visitor solely responsible and liable in respect thereof as if the same were carried out,

transmitted or validly issued by such Visitor. Each Visitor who registers with this Website further agrees and acknowledge that such Visitor shall be bound by any access or use of this Website (whether such access or use is authorized by such Visitor or not) and/or information, data, instructions or communications referable to such Visitor's Username and Password.

43. **Binding and conclusive:** Each Visitor agrees and acknowledges that any records maintained by Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C relating to or in connection with this Website shall be binding and conclusive on such Visitor for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C and such Visitor. Each Visitor hereby agrees that all such records are admissible in evidence and that he shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and he hereby waives any of his rights, if any, to so object.

Termination of access

Visitors agree that the ALIKSON SKY TRADING L.L.C may, at its sole discretion, deny or suspend such Visitors' access to password-protected or secure areas of this Website, or any of the services, features or functionalities provided in or through this Website, for any reason, including without limitation, if the ALIKSON SKY TRADING L.L.C believes that such Visitors have violated or acted inconsistently with any terms or conditions set out herein, or if in the ALIKSON SKY TRADING L.L.C's opinion, it is not suitable to continue providing such areas, services, features or functionalities.

Delegation

Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C may delegate or outsource the performance of any of their functions in connection with this Website and reserve the right to use any agents, delegates or contractors on such terms as they deem appropriate.

Entire agreement

These Terms of Use, together with any other Specific Terms relating to Specific Services (if applicable), constitute the entire agreement between the Visitor and Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C with respect to the subject matter hereof and thereof, and supersede any and all prior written and/or oral representations, understandings, agreements or communications between such parties regarding the subject matter hereof and thereof.

Waivers

Failure or delay of either party to insist at any time upon strict compliance with any provision herein, to exercise any right or remedy contained in these Terms of Use or to seek remedy of any breach shall not constitute or be construed as a waiver of such provision or breach, or of any other rights or remedies, or a bar to the exercise or enforcement at any subsequent time or times.

No waiver of any right under or any provision of these Terms of Use shall be valid or effective unless in writing signed by the party granting such waiver.

Any waiver of any right under or any provision of these Terms of Use shall not be deemed to be a

waiver of any other right(s) under or any other provision(s) of these Terms of Use or of the same right or provision on another occasion.

Illegality

If any provision of these Terms of Use is or becomes illegal, invalid or unenforceable ("Affected Provision"), then, to the maximum extent possible, such Affected Provision shall be modified and/or replaced by an equivalent legal, valid and enforceable provision in a manner which accords with or which gives effect to, as closely as possible, the original intent of the Affected Provision. If, however, such modification or replacement is not possible, then (if and to the extent permissible) the Affected Provision shall be deemed to be severed from these Terms of Use. The illegality, invalidity or unenforceability of, or the modification, replacement or severance of, the Affected Provision shall not in any way affect or impair the legality, validity or enforceability of the other provisions of these Terms of Use, which shall remain in full force and effect.

Relationship of parties

The relationship of the Visitors and the ALIKSON SKY TRADING L.L.C established by these Terms of Use shall be solely that of independent contractors. Nothing contained in these Terms of Use shall constitute or be construed as creating any fiduciary, partnership, joint venture, agency or sales representative relationship between the Visitors and the ALIKSON SKY TRADING L.L.C, and neither of the Visitors nor the ALIKSON SKY TRADING L.L.C shall have any right whatsoever to incur any obligations or liabilities on behalf of or binding on the other party.

Rights of third parties

Save for other relevant members of the ALIKSON SKY TRADING L.L.C, a person or entity who is not a party to these Terms of Use shall have no right to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 21 shall affect the rights of any permitted assignee or transferee of these Terms of Use.

Governing Law & Jurisdiction

These Terms of Use shall be construed in accordance with and governed by the laws of Dubai Region. The Visitor hereby submits to the non-exclusive jurisdiction of the courts of the Dubai Region and/or such other courts of competent jurisdiction as Publisher and/or other relevant members of the ALIKSON SKY TRADING L.L.C may in its absolute discretion deem fit.