

TERMS OF SERVICE

GENERAL

In terms of Information Technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.

This document is published in accordance with the provisions of Information Technology regulations that require publishing the rules and regulations, privacy policy and Terms of Service for access or usage of:

a. The website www.dubai-jetski.com (hereinafter referred to as **'Website'**), owned by Nemo Water Sports LLC a private limited company registered under the provisions of Fujairah Media Free Zone and in compliance of the UAE companies' law. having its registered office at **Al Ikhityar Al Amthal Business Center 402, P. O. Box 53415, Dubai, UAE** represented by its members, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns;

b. For the purpose of these Terms of Service, along with any amendments to the same, and wherever the context so requires:

- i. **"You", "Customer", "User"** shall mean any natural or legal person who has agreed to become a user of the Website by logging into the Website. The Website also provides certain services without registration/acceptance, and such provision of services does not absolve You of this contractual relationship.
- ii. **"We", "Us", "Our"** shall mean Nemo Water Sports LLC.
- iii. **"Agreement"** shall mean and refer to this Terms of Service, including any amendments that may be incorporated into it.
- iv. **"Agreement Period"** shall refer to the period for which the User engages the services of the Website.
- v. **"Services"** shall mean the services provided for by the Company on the Website.
- vi. **"Third Party"** shall mean and refer to any individual(s), company or entity apart from the User and the Company.
- vii. **"UAE"** shall mean United Arab Emirates.

c. The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.

d. By using the Website, You accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website, that shall be deemed to be incorporated into this Agreement and shall be considered as part and parcel of this Agreement.

e. Your use of Our Website is evidence that You have read and agreed to be contractually bound by these Agreement and Our Privacy Policy. Please read both carefully. The use of this Website by You is governed by this policy and any policy so mentioned by terms of reference.

f. If You do not agree with any of these terms, please discontinue using the Website.

g. We hold the sole right to modify the Agreement without prior permission from You or providing notice to You. The relationship creates on You a duty to periodically check the Agreement and stay updated on its requirements. If You continue to use the Website or avail any of its Services without registration following such change, this is deemed as consent by You to the so amended

policies. Your continued use of the Website is conditioned upon Your compliance with the Agreement, including but not limited to compliance with the Agreement even after alterations, if any.

1. SCOPE OF SERVICES AND HOW WEBSITE OPERATES

The Company is in the business of hosting Website for water sports industry where various Services provided by different Entities are listed. The list of services provided by Us includes guided jet ski tours, flyboard experience, boat rental etc... which is being offered by Us, or other water sport companies (hereafter called “Entities”). The Website helps Users to book their water activity experience in an easy manner. The User can log into Our Website go to concern section where information about the different activities are given and then book the experience or request some information. Users shall be also notified by different offers provided by each Entity.

The various Services provided by the Website include:

- a) Listing of water sports / activities experiences
- b) Book experience online
- c) Collect payment for the confirmed activity
- d) Collect and Consolidate post-experience ratings and reviews

3. COMMUNICATIONS

By using this Website, it is deemed that You have consented to receiving telephonic calls, SMSs, Whatsapp messages/calls, facebook messages/calls and/or emails from Us at any time We deem fit. Such communications shall be sent to You on the telephone number and/or email address provided by You for the use of this Website which are subject to our Privacy Policy. These communications include, but are not limited to contacting You through information received from Third Parties. Such communications by Us is for purposes that *inter alia* include clarification calls, marketing calls and promotional calls. In case You wish to stop receiving notifications from Us with regard to marketing and promotional calls/ with regard to any communication received from Us, You may do so by sending an email at info@dubai-jetski.com.

4. CHARGES

The prices of the Services are visible to the Users right beside the Services. Price variation subsequent to booking of appointment may occur in rare cases like order placement by User and price modification on the Website taking place simultaneously (before User proceeds to checkout).

However, we reserve the right to amend the charges for the services rendered. In such situations, the Users will be intimated of the same, and it will be up to you to decide whether or not you will continue with services offered by us. Such changes are effective as soon as they are posted on the Website.

The Company reserves the right to amend the fee policy for use of the Website, the download of the application and the charges for any or all Services rendered. In such an event, the User will be intimated of the same when it attempts to access the Website, and the User shall have the option of declining to avail the Services offered on the Website. Any such change, if made, shall come into effect immediately upon such change being notified to the User, unless specified otherwise.

5. MODE OF PAYMENT

The following payment options are available on the Website:

- a. Domestic and international credit cards issued by banks and financial institutions that are part of the Visa, Master Card, networks;
- b. Visa, Master Card, cards;

As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa or Master Card, the User will be required to submit his/her 16-digit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) while making an online transaction. The User must also have enrolled his/her card with VBV (Verified by Visa), MSC (MasterCard Secure Code) or any other applicable provider in order to complete the transaction. The User is hereby expressly made aware that his/her card statements will reflect that a payment has been made in favour of the Company.

The User is further aware that in case of third party statements, including bank and credit card statements, the merchant name may appear in an abbreviated format, and the Company has no control over the same. To successfully subscribe on the Website, the User is required to complete the transaction by making the payment for the Services opted for.

6. TAXES

The User takes full responsibility for payment of all taxes and fees that are levied or arise in the course of use of the Website, including but not limited to downloading content and availing its service partner's service.

7. SECURITY

Transactions on the Website are secure and protected. Any information entered by the User when transacting on the Website is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company/ Website in any manner.

8. TERM / TERMINATION

These Terms shall continue to form a valid and binding contract between the Parties, and shall continue to be in full force and effect until the User continues to access and use the Website.

You may terminate Your use of the Service at any time by ceasing to use the Service. We may terminate these Terms and close Your account at any time without notice, if we cease to provide the Services. We may suspend or terminate Your use of and access to the Website at any time and for any reason, in our sole discretion. Such suspension or termination shall not limit our right to take any other action against You that we consider appropriate.

9. USER'S OBLIGATIONS

The User undertakes to fulfil the following obligations. Failure to satisfy any of these obligations gives Us the right to permanently suspend Your account and/or claim damages for any losses that accrue to Us or additional costs that may be imposed on us.

- a. You hereby certify that You are at least 18years of age.
- b. You agree to ensure the contact information provided in Your booking is valid at all times and shall keep Your contact information accurate and up-to-date.
- c. You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Website, including, without limitation to, any usage rules set forth in this Agreement.

d. You undertake not to:

- i. Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted. Should You want to engage in one or more such actions, prior permission from Us must be obtained;
- ii. access (or attempt to access) the Website and/or the materials or services by any means other than through the interface that is provided by the Website. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or , materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website is prohibited. You acknowledge and agree that by accessing or using the Website Services, You may be exposed to content from other Users or Third Parties that You may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content;
- iii. use the Website or in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Company's Services; (ii) any other party's use and enjoyment of Company's Services; or (iii) the services and products of any Third Party (including, without limitation to, the Authorized Device);
- iv. use the Services or materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft;
- v. abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- vi. engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
- vii. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's mobile phone;
- viii. download any file posted on the Website that You know, or reasonably should know, cannot be legally distributed in such manner;
- ix. probe, scan or test the vulnerability of the Website or any connected network, nor breach the security or authentication measures on the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website , or exploit the Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the ;
- x. disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, servers or networks connected to or accessible through the Website or any affiliated or linked s;
- xi. use the Website or any material or Content for any purpose that is unlawful or prohibited by these Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or other Third Parties;
- xii. violate any applicable laws or regulations for the time being in force within or outside Your home country;
- xiii. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

- xiv. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women".
- xv. threaten the unity, integrity, defence, security or sovereignty of Your home country, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- xvi. disseminate information through the Website that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force in or outside Your home country.

10. COPYRIGHT

a. All information, content, services and software displayed on, transmitted through, or used in connection with the Website, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "**Content**"), as well as its selection and arrangement, is owned by Us. You may use the Content only through the Website, and solely for Your personal, non-commercial use.

b. You may not, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and You may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website, not to insert any code or product or manipulate the content of the Website in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

11. COPYRIGHT COMPLAINTS

We respect the intellectual property of others. If You believe Your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Website, please contact Us at info@dubai-jetski.com. Information and Content provided by the User by providing information to, communicating with, and/or placing material on, the Website, including for example but not limited to, communication during any registration, You represent and warrant:

- i. You own or otherwise have all necessary rights to the content You provide and the rights to use it as provided in this Agreement;
- ii. all information You provide is true, accurate, current and complete, and does not violate these Agreement; and
- iii. the information and Content shall not cause injury to any person or entity. Using a name other than Your own legal name is prohibited.

You authorize us to share the information across all our affiliated Websites, to include the information in a searchable format accessible by users of the Website, and to use Your name and any other information in connection with its use of the material You provide. You also grant the right to use any material, information, contained in any communication You send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to You.

12. AMENDMENT

a. We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for You or for all Users at any time and in Our sole discretion. These changes shall become effective upon providing a notice of the same to You via email/ the home screen of the Website. We further reserve the right to withhold, remove and or discard any content available as part of Your account, with or without notice, if deemed by Us to be contrary to this Agreement.

b. The Website has no obligation to provide You with a copy of the information You or any other User provides on the Website or that the Website has accessed.

c. Further, We reserve the right, in Our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of giving Users notice of the same. Notice shall be provided of such change via email to the Users and/ or by posting a notice on the home screen of the Website.

You and We both understand that there may be instances of difficulty in accessing or receiving email communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given us an incorrect email id or if for any other reason You do not receive the email notice. Therefore, we encourage You to frequently open the Website to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new Services and/ or features through the Website. Such new features and/ or services shall be subject to the terms and conditions of this Agreement.

13. INDEMNIFICATION

a. You agree to indemnify, hold harmless, and defend Us from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made Us in connection with any claim arising from or related to:

i. Your use or any Third Party's use via Your account of the Service provided by the Website and its Content;

ii. Your disclosure of information to any Third Party, either through the Website or otherwise. (Please refer to our Privacy Policy for more details in this regard);

iii. Any breach or violation of this Agreement, including any amendment, or of any statute or regulation by You, or any Third Party through Your account.

b. You agree to fully cooperate in indemnifying Us at Your expense. You also agree not to reach a settlement with any party without Our consent.

14. GEOGRAPHICAL EXTENT

The Services of this Website is only available in UAE. We make no representation that the content available through Our Website is appropriate or available for all countries. If You access or use the Website in any countries where the Website is prohibited, You are solely responsible for compliance with necessary laws and regulations for use of the Website.

15. DISCLAIMER OF WARRANTIES AND LIABILITIES

a) Except as otherwise expressly stated on the Website, all services offered on the Website are offered on an "as is" basis without any warranty whatsoever, either express or implied.

b) The User agrees and undertakes that he is accessing the Website and transacting at his/her sole risk and that he is using his/her best and prudent judgment before availing any service listed on the Website, or accessing/using any information displayed thereon.

c) The User agrees that any kind of information, resources, activities, recommendations obtained/availed from website, written or oral, will not create any warranty and the Website disclaims all liabilities resulting from these. You are solely responsible for your communication/interaction with other Users on the Website and the Website doesn't make any warranty about the conduct of Users on the Website.

d) The Website does not guarantee that the functions and services contained in the Website will be uninterrupted or error-free, or that the Website or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Website.

e) The Website may avail services from third party or may provide links for sharing Our content on Facebook, Instagram or other such third party websites, this is done to serve you better and these services will be provided on "as is" basis and the Website disclaims any liabilities resulting from these third party services. The Website will not be responsible for any internet delays and damages caused by such problems. We also disclaim all liabilities and take no responsibility for the content that may be posted on such third party websites by the users of such websites in their personal capacity on any of the above mentioned links for sharing and/or listing purposes as well as any content and/or comments that may be posted by such user in their personal capacity on any official webpage of www.dubai-jetski.com on any social networking platform.

f) It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

16. NOTICES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User reducing the same to writing, and sending the same to the registered office of the Company by Registered Post, or the email address info@dubai-jetski.com.

17. DISPUTES ARISING OUT OF THIS AGREEMENT

All disputes involving but not limited to rights conferred, compensation, refunds, and other claims will be resolved through a two-step Alternate Dispute Resolution mechanism.

a. **Stage 1: Mediation.** In case of a dispute, the matter will first be attempted to be resolved by a sole mediator who is a neutral third party and will be selected at the mutual acceptance of a proposed mediator by both parties. Both parties may raise a name for the sole mediator and in the case both parties accept the proposed name, the said person shall be appointed as sole mediator. In case the parties are not able to reach a consensus within two proposed mediators, the Company reserves the right to decide the final mediator. The decision of the mediator is binding on both parties.

b. **Stage 2: Arbitration.** In case that mediation does not yield a suitable result or preferred by any one of the parties, arbitration may follow, the award of which is binding on both parties. The Arbitration Board shall comprise three members – one appointed by each party and the third member to be nominated by the two appointed members by mutual consent. Arbitration shall be

held at UAE. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the law, rules and regulations of UAE. The exclusive jurisdiction and venue for actions and disputes may be as mentioned above, and You hereby submit to the jurisdiction of such courts.

18. FORCE MAJURE

For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

19. PRIVACY

We encourage You to read the Privacy Policy, and to use the information it contains to make informed decisions regarding Your personal information. Please also note that certain information, statements, data and content (such as but not limited to information related to Your sign-up) which You provide on the Website are likely to reveal Your information about You. You acknowledge and agree that Your submission of such information is voluntary on Your part. Further, You acknowledge, consent and agree that We may access, preserve, and disclose information You provide to Us at any stage during Your use of the Website. Disclosures of information to Third Parties are further addressed in Our Privacy Policy. The data collected from the Users as well as from the Service provider may be located in servers outside of UAE.

20. MISCELLANEOUS PROVISIONS:

a. Entire Agreement: This Agreement is the complete and exclusive statement of the agreements between You and Us with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.

b. Waiver: The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.

c. Severability: If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.

d. Liability: The Company shall not be liable in any way for User Content, including, but not limited to, any errors or omissions contained therein, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Service or broadcast elsewhere.

21. IMPORTANT TERMS AND CONDITIONS

- United Arab of Emirates is our country of domicile
- Visa or MasterCard debit and credit cards in AED will be accepted for payment
- We will not trade with or provide any services to OFAC and sanctioned countries
- Cardholder must retain a copy of transaction records and Nemo Water Sports LLC policies and rules

22. CONTACT US

If you have any questions about this Agreement, the practices of the Website, or your experience with the Service, you can e-mail us at info@dubai-jetski.com. Please note the company trading name appearing on the credit card will be “Nemo WaterSports”.