

## Terms of Website Use

### PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

#### 1. What's in these terms?

- 1.1. These terms (**Terms**) tell you the rules for accessing and browsing our website. These Terms govern general website use only and do not govern any account-based services, transactions, or platform features, which are subject to separate terms.

#### 2. Who we are and how to contact us

- 2.1. The website <https://servanaservice.com> is a site ('our site') operated by **SERVICE GURU LIMITED LLC**, a limited liability company ('We', 'our', 'us'). We are registered in the **Masdar City Free Zone, Abu Dhabi, United Arab Emirates** under commercial licence number **MC 13546** and have our registered office at **Smart Station, First Floor, Incubator Building, Masdar City, Abu Dhabi, United Arab Emirates**.
- 2.2. To contact us, please email [info@servanaservice.com](mailto:info@servanaservice.com).

#### 3. By using our site you accept these terms

- 3.1. By using our site, you confirm that you accept these Terms and that you agree to comply with them.
- 3.2. If you do not agree to these Terms, you must not use our site.
- 3.3. We recommend that you print a copy of these Terms for future reference.

#### 4. Relationship with other terms

- 4.1. These Terms govern your general access to and browsing of this website. They apply to all visitors, whether or not you hold an account.
- 4.2. If you register as an end user, your use of the platform's services will also be governed by our End User Terms & Conditions. If you register as a service provider, your use of the platform will also be governed by our Service Provider Terms & Conditions.
- 4.3. In the event of any conflict or inconsistency between these Terms and the End User Terms & Conditions or the Service Provider Terms & Conditions, the relevant platform-specific terms shall prevail to the extent of the inconsistency in relation to the subject matter they govern.

- 4.4. Your use of this website is also subject to our Privacy Policy, which explains how we collect, use, and protect your personal data when you visit this website or use our services, and our Cookie Policy, which explains how we use cookies and similar technologies on this website.

## **5. We may make changes to these terms**

- 5.1. We amend these Terms from time to time. Every time you wish to use our site, please check these Terms to ensure you understand the terms that apply at that time.

## **6. We may make changes to our site**

- 6.1. We may update and change our site from time to time to reflect changes to our products, our users' needs, and our business priorities. We will try to give you reasonable notice of any major changes.

## **7. We may suspend or withdraw our site**

- 7.1. Our site is made available free of charge.
- 7.2. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 7.3. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **8. How you may use material on our site**

- 8.1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2. All trade marks, logos, service marks, and brand elements displayed on our site are the property of their respective owners. Nothing in these Terms grants you any right or licence to use any trade mark, logo, or service mark displayed on our site without the prior written consent of the relevant owner.
- 8.3. You may print off one copy, and may download extracts, of any page(s) from our site for your personal, non-commercial use and you may draw the attention of others within your organisation to content posted on our site.

- 8.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.5. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 8.6. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.7. If you print off, copy or download any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **9. Automated access and data mining**

- 9.1. You must not use any automated system, software, bot, crawler, scraper, or any equivalent manual process to access, monitor, copy, or extract any content, data, or information from our site without our prior written consent.
- 9.2. You must not engage in any data mining, data harvesting, data extraction, or any similar activity in relation to our site, whether for commercial or non-commercial purposes.
- 9.3. You must not frame, mirror, or otherwise incorporate any part of our site into any other website, application, or service without our prior written consent.

## **10. Do not rely on information on this site**

- 10.1. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 10.2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.
- 10.3. Nothing in this clause limits any rights you may have under applicable consumer protection laws, including Federal Law No. 15 of 2020 on Consumer Protection.

## **11. We are not responsible for websites we link to**

11.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

11.2. We have no control over the contents of those sites or resources.

**12. Our responsibility for loss or damage suffered by you**

12.1. Nothing in these Terms excludes or limits our liability where it would be unlawful to do so under the laws of the Emirate of Abu Dhabi or the applicable federal laws of the United Arab Emirates, including liability for fraud or fraudulent misrepresentation.

12.2. To the maximum extent permitted by applicable law, we exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.

12.3. To the maximum extent permitted by applicable law, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, our site; or
- (b) use of or reliance on any content displayed on our site.

12.4. In particular, and to the maximum extent permitted by applicable law, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill, or reputation; or
- (e) any indirect or consequential loss or damage.

12.5. The limitations and exclusions in this clause relate solely to your access to and browsing of this website. Any liability arising from the use of platform services, purchase of goods or services, or any account-based activity is governed by the applicable End User Terms & Conditions or Service Provider Terms & Conditions.

12.6. Nothing in this clause affects any mandatory rights you may have under applicable consumer protection laws that cannot be excluded or limited by agreement.

**13. We are not responsible for viruses and you must not introduce them**

- 13.1. We do not guarantee that our site will be secure or free from bugs or viruses.
- 13.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 13.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. Any such conduct may constitute a criminal offence under Federal Decree-Law No. 34 of 2021 on Countering Rumours and Cybercrimes (as amended). We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### **14. Rules about linking to our site**

- 14.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 14.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 14.3. You must not establish a link to our site in any website that is not owned by you.
- 14.4. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 14.5. We reserve the right to withdraw linking permission without notice.
- 14.6. If you wish to link to or make any use of content on our site other than that set out above, please contact [info@servanaservice.com](mailto:info@servanaservice.com).

#### **15. Age restriction**

- 15.1. This website is not intended for use by individuals under the age of eighteen (18) years old. By using this website, you represent and warrant that you meet this age requirement. If we become aware that a person under the specified age is using our site, we reserve the right to restrict or terminate their access.

#### **16. Force majeure**

16.1. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by events outside our reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, government actions, power failures, internet or telecommunications failures, cyberattacks, or any other event beyond our reasonable control.

**17. Severability**

17.1. If any provision of these Terms is found by any court or competent authority to be invalid, unlawful, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, lawful, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the remaining provisions of these Terms.

**18. Entire agreement in respect of website use**

18.1. These Terms, together with the Privacy Policy and Cookie Policy, constitute the entire agreement between you and us in relation to your general access to and browsing of this website. They do not govern any account-based services, transactions, or platform features, which are subject to the End User Terms & Conditions or Service Provider Terms & Conditions (as applicable).

**19. Language**

19.1. These Terms may be made available in both English and Arabic. In the event of any conflict or inconsistency between the English version and the Arabic version, the English version shall prevail to the extent permitted by applicable law.

**20. Which country's laws apply to any disputes?**

20.1. These Terms shall be governed by, and construed in accordance with, the laws of the Emirate of Abu Dhabi and the applicable federal laws of the United Arab Emirates. Any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding its existence, validity, breach, or termination (a "**Dispute**"), shall be subject to good faith negotiations between the parties. If the parties are unable to resolve the Dispute within thirty (30) days of the commencement of negotiations, the Dispute shall be referred to and finally resolved by the competent courts of the Emirate of Abu Dhabi.