



TERMS & CONDITIONS

WHO ARE WE?

This website, is accessible via your computer or your portable hand-held device ("Website"). The Website and our mobile app ("App") (together, the "Sites") are owned by ITP Media Group FZ-LLC ("ITP", "us", "we" or "our"). Our company is registered in Dubai, United Arab Emirates with licence number 30006 and our registered office is at Building 14, Dubai Media City, Dubai, U.A.E.

Any references to "you" and "your" means you as the user of the Sites.

THE TERMS

we encourage you to read these terms, they contain important information which govern:

- (a) your use of the Sites;
- (b) your use of the services and/or products offered through the Sites;
- (c) your rights to link to the Sites; and
- (d) information about how we use and protect your information.

This page (together with our Privacy Policy <https://www.itp.com/privacy-policy> and the documents referred to on it) are called the "Terms".

If you have any questions about these Terms, please contact legal@itp.com.

CONTENT

We will do our best to make sure the Sites are as up to date and accurate as possible. Unless specifically stated otherwise, ITP is not responsible for the information on the Sites and makes no warranty in respect of its timeliness, accuracy or availability. We disclaim all liability arising from any reliance placed on such information to the fullest extent permissible by law.

In addition, where the Sites contain any details or information provided by third parties we make no promise that those details are up-to date or accurate.

If you find any of the materials or content contained on the Sites to be obscene, offensive, defamatory, racist, harmful, unlawful, inaccurate, illegal or deceptive, please do let us know by emailing us at legal@itp.com.

When we receive your complaint we may, in our sole discretion, remove or block access to the content complained of.

LEGAL AGREEMENT

By entering and using the Sites, and/or any page accessible on the Sites you signify your acceptance, without limitation or qualification, of these Terms without modification. By accessing and using the Sites (whether or not you have registered for an account with us), you acknowledge that you are bound by the Terms (to the extent that each section applies).

We may change or amend the Terms from time to time without individual notice to you. You should check the Terms regularly to ensure that you are happy with any changes. If you continue to use the Sites you will be deemed to have accepted any changes to the Terms.

ITP reserves the right to remove any information or material on the Sites without warning, and without prejudice to any other accrued rights, and/or make available such information or material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

If you do not agree to comply with your obligations in these Terms please do not use the Sites.

REGISTRATION, SUBSCRIPTION OR MEMBERSHIP LOGIN

There may be parts of the Sites, and some services, which are not available to visitors to the Sites. The Sites may therefore require you to sign-up, subscribe or register for a membership account with us in order for you to access certain pages of the Sites or services. During the course of any such registration or sign-up you will provide us with personal information about you. If there are any changes to the information supplied to us it is your responsibility to inform us straight away. Changes to your registration details should be made through your account page.

By registering or subscribing you consent to us using your data for the provision of the services and/or products. Your name, username and/or profile may be displayed publicly on the Sites when you submit content to the Sites or as otherwise specified. We may transfer your data to any of our affiliates or third parties, or if it is necessary for us to comply applicable laws or regulations. Further information regarding our processing of your personal data can be found in our privacy policy at <https://www.itp.com/privacy-policy>.

You will choose or be provided with a user name and password. You must treat such information as confidential and must not disclose it to any third party.

Please tell us, by updating your settings, of any changes to the information that you provided when registering. If you wish to cancel your membership or account on the Sites at any time, you may do so by contacting us at info@itp.com.

We may disable your login or registration at any time (temporarily or permanently) if we believe it is reasonable to do so, for example because you have failed to comply with the Terms or we believe it is necessary to do so to protect your personal information.

If you know or suspect that anyone other than you knows your user name or password you should promptly notify us at info@itp.com. Should you forget your password for your account, please select the "I forgot my password" option on our Sites. You will be asked to submit your user name and e-mail address and a new password will be generated for you to use.

PRODUCTS AND SERVICES

Specific terms and conditions may apply to the different products, services and/or digital content that is offered or made available on the Sites which we will notify you of from time to time.

If this is the case, you agree to comply with these additional terms. If there is a conflict between these Terms and the additional terms, the relevant specific terms will take precedence.

INTELLECTUAL PROPERTY

We grant you a limited license to access and use the Sites solely for your personal, non-commercial use. You agree not to copy, store or use the Sites (or any part of them) in any way other than their intended use.

The Sites, and all the information and graphic representations or images on the Sites (which includes the content, the way they are laid out and the "ITP" trade marks) ("**Content**"), are owned by, or licensed to ITP. The copyright and all other intellectual property rights in the Content are the sole and exclusive property of ITP or its licensors and you have no right to use them outside of the Sites.

Without ITP's written consent, you may not use, transfer, copy, reproduce, alter, modify or create derivative works of any part of the Content, the Sites or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing the Content. This includes electronic reproduction by uploading or downloading.

USING THE WEBSITE

Wherever you are asked to provide information in connection with the Sites, you agree to provide true, accurate, current and complete details. You are not obliged to provide ITP with any optional information requested.

You undertake to ITP that you will not use the Sites for any purpose or in any way that is prohibited by these Terms or is otherwise unlawful. You agree not to deep-link to the Sites for any purpose, unless specifically authorised by ITP.

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Sites or the Content contained thereon or for any other unauthorized purpose without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites. You agree that you will not take any action that imposes an unreasonable or disproportionately large burden on our infrastructure.

You agree to indemnify ITP, its officers, employees, and licensors in respect of any loss that it or they may suffer as a result, directly or indirectly, of any breach by you of this undertaking.

We may monitor and track your visits to the Sites via the use of cookies. Further information regarding our processing of your personal data and the use of cookies on the Sites can be found in our privacy policy at <https://www.itp.com/privacy-policy>.

USER GENERATED CONTENT AND PROHIBITED CONTENT

When using the Sites and/or services you may be given an opportunity to interact with us and submit, add, post, publish, and/or upload content (including comments and pictures) ("**Content**"). In posting your Content, you confirm to us that you are the owner or have consent from the owner to post the Content and that the Content does not defame any person, company or business or violate the privacy rights, copyright and other intellectual property rights, contract rights or any other rights of any person.

Any Content you input or upload to our Sites will be considered non-confidential and non-proprietary. By submitting or uploading Content to our Sites, you grant us a non-exclusive, transferable, sub-licensable, perpetual, royalty free worldwide licence to use, copy, distribute and disclose to third parties any such Content for any purpose and you also irrevocably waive the benefit of any moral rights you may have in any such Content material. If you believe that your rights have been infringed in relation to your Content, please contact legal@itp.com.

To the extent that you are able to submit, add, post, publish, and/or upload Content or other materials on the Sites, you agree not to include any of following kinds of content which is illegal or prohibited on the Sites ("**Prohibited Content**"). This includes content that:

- is protected by copyright, or other intellectual property rights, or derivate works thereof, and you have not obtained the permission of the copyright holder;
- is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual or could be harmful to minors;

- is obscene, vulgar, offensive or makes libellous or defamatory comments about others or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- promotes information that you know is false, misleading;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files or any sort of pirated intellectual property;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- constitute or encourage conduct that would be a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law;
- prejudice pending or on-going criminal or civil court proceedings;
- displays pornographic or sexually explicit material of any kind or provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

If we identify that you have uploaded Prohibited Content to the Sites, we reserve the right, in our sole discretion, to:

- (a) edit or remove the Prohibited Content you have uploaded; and/or
- (b) suspend, or discontinue your ability to add content to the Sites; and/or

- (c) block you from using and/or accessing the Sites; and/or
- (d) terminate your membership account (if applicable).

The Sites may include information and materials uploaded by other users of the Sites. This information has not been verified or approved by us. We do not endorse any user generated content and the views expressed by other users on our Sites do not represent our views or values. We do not guarantee the accuracy or authority of any user generated content.

You warrant that all Content you submit will comply with paragraphs 9 and 10 of these Terms, and you will be liable to us and indemnify us for any breach of that warranty. In addition, if you fail to comply with our acceptable use and content standards, as set out in paragraphs 9 and 10, we may: withdraw your right to use our Sites; remove any posting or material uploaded by you to our Sites; issue a warning to you; issue legal action against you; disclose such information to law enforcement authorities as we reasonably feel is necessary; and/or any other action we reasonably deem appropriate.

COMPETITIONS AND OTHER PROMOTIONS

(a) The Sites may, from time to time, advertise competitions, benefits, events and other offers ("Promotions") which users of the Sites may be eligible to enter or benefit from. The Sites may require you to login into a membership account to benefit from the Promotions or alternatively you may be required to follow a link to another third party website (see paragraph 14 below for further information).

(b) Each Promotion made available through the Sites is subject to the specific terms and conditions set out or referred to on the relevant Promotion section of the Sites. To participate in any Promotion available on our Sites we ask that you comply with such terms and conditions and follow the process outlined on the relevant webpages.

(c) Promotions are personal to you and must not be transferred. You may opt out of the Promotions, although you will not receive any cash refund or cash equivalent if you fail to make use of any Promotions.

(d) For competition and prize draw Promotions which we organise please note:

- (i) on entering into a Promotion on our Site you agree that, if you win, we can publish your first name on certain third party platforms in association with the Promotion. Please notify us at the time of entering the Promotion if you do not want us to use your name in this way;
- (ii) we will randomly select a winner (or winners) and will notify you by email and/or on the Sites if you have won. We will also contact you by email to obtain your address in order to send your prize;
- (iii) all decisions made by us in relation to Promotion are final, and no further correspondence will be entered into; and
- (iv) no prize (whether in whole or in part) is exchangeable for cash or any other prize.

(e) All Promotions are subject to availability.

(f) Please note that our Promotions may expire, after which time they may not be available. We will endeavour to update our Sites where Promotions expire; otherwise you will be notified that the Promotion is no longer available on proceeding through the checkout process.

(g) We reserve the right to withdraw Promotions at any time, without notice to you, and for any reason.

(h) Closing dates or availability dates for Promotions may be extended at our sole discretion.

(i) For Promotions which third party sponsors organise please note:

(i) we have no control and do not accept any liability or responsibility in relation to the potation of the Promotion or decision making process in determining winners;

(ii) we accept no responsibility for any failure by a third party sponsor to send your prize, if any; and

(iii) third party sponsors may have additional terms and conditions which apply to your participation in their Promotion. Please read such terms and conditions carefully. In the event there is a conflict between a third party sponsor's terms and conditions and these Terms, these Terms shall prevail.

(j) For more information on our Promotions please email us at legal@itp.com

LIABILITY DISCLAIMER

You agree that you use the Sites entirely at your own risk.

To the fullest extent possible ITP expressly excludes and disclaims all warranties, terms, conditions and representations that might otherwise be implied by law in relation to the Sites, including, without limitation, warranties of technical efficiency, satisfactory quality, availability, non-infringement, completeness and fitness for a particular purpose. The material contained on the Sites may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the material contained on the Sites.

The content on our Sites 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 Sites.

The Sites may contain advertisements. ITP is not responsible for and does not endorse the content of such advertisements, and does not accept any responsibility for any errors or inaccuracies in such advertising material.

ITP shall not be liable for any damages whatsoever arising out of the use or performance of the Sites, the provision of or failure to provide services, or for any information obtained through the Sites, or otherwise arising out of the use of the Sites, whether based on contract, tort, or otherwise, even if ITP has been advised of the possibility of damage.

ITP cannot promise that the Sites will be fault-free, uninterrupted, nor that it will provide specific results from use of the Sites or any content, search or link on it. ITP shall use reasonable efforts to ensure that the Sites are accessible but does not guarantee specific availability or performance of the Sites. The Sites and the content are delivered on an "as-is" and "as-available" basis. ITP may suspend or withdraw or restrict the availability of all or any part of our Sites for whatever reason.

If you are dissatisfied with any portion of the Sites, or with any of these Terms, your sole remedy, except as specifically provided in these terms, is to stop using the Sites.

Notwithstanding anything in these Terms, ITP does not disclaim liability for death or injury caused by its own negligence, fraudulent misrepresentation, and/or anything else that cannot be excluded or limited by applicable law.

VIRUS PROTECTION AND COMPATIBILITY

While certain precautions have been taken to detect computer viruses and ensure security, ITP cannot guarantee that the Sites are virus-free and secure. ITP shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. ITP does not give any warranties as to the compatibility of the Sites with your computer systems, software and/or hardware. You are responsible for configuring your information technology, computer programmes and platform to access the Sites and you should use your own virus protection software. You must not misuse the Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

LINKS TO THIRD PARTY SITES

The Sites may contain links to websites operated by parties other than ITP ("**Third Party Website**"). When you activate one of them, you will leave the Sites. When you use a link to go to a Third Party Website, your browsing and interaction on the Third Party Website is subject to the Third Party Websites own rules and policies. The inclusion of links to Third Party Websites does not imply any endorsement of the material on them or any association with their operators.

ITP has no control over, and will accept no responsibility for or liability in respect of, material on any website that is not under its control. This includes, but is not limited to any Promotions.

LINKING TO THE WEBSITE

You may link to the Sites' home page, provided you do so in a way that is fair and legal, for non-commercial purposes (unless we have given you written consent otherwise) and does not damage our reputation or take advantage of it.

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. The Sites must not be framed on any other Sites, nor may you create a link to any part of our Sites other than the home page.

You must not establish a link to the Sites in any website that is not owned by you.

We reserve the right to withdraw linking permission without notice.

THE APP

You may only use the Sites on compatible devices that you own or control. If you use the App you must also comply with the terms and conditions of the Apple App Store, Google Play or any other app store from which you download the App.

The Sites, some of its features and functionalities, may not be available on all devices. We do not guarantee that all or any features or functionalities of the Sites will work on any particular device.

There may be updates to the App and you are responsible for installing updates as prompted by your device or app store. You may not be able to access or use the App unless you install updates. The relevant app store will have no responsibility for providing you with any maintenance or support services and has no responsibility for any claims by you or third parties in relation to the App.

Depending on your device and/or tariff, and your operator, you may incur data charges from your operator for downloading the App and/or using features of the App. You are responsible for all data charges.

GENERAL

ITP Media Group and its respective controlled entities and affiliates (together the “**ITP Group**”), may benefit from and shall be entitled to enforce these Terms.

Unless otherwise specified, the Sites are directed solely at those who access them from the United Arab Emirates. Those who choose to access the Sites from locations outside of the United Arab Emirates are responsible for compliance with local laws if and to the extent local laws are applicable.

Enforcement of these Terms is solely at our discretion, and just because we may not enforce them in some circumstances does not mean that we have lost the right to enforce in future.

If any provisions of the disclaimers and exclusions in these Terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These Terms constitute the entire agreement between you and ITP as to your use of the Sites and shall supersede any prior agreement or representation in respect thereof.

The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

These Terms shall be governed by and interpreted in accordance with the laws of England and any disputes will be decided only by the English courts.