

## TERMS OF USE

### 1. INFORMATION ABOUT US

- 1.1 The Abu Dhabi Global Market super application (which was last updated on [●]) (**our Application** or **the Application**) is owned and operated by Abu Dhabi Global Market (**ADGM, our, we** or **us**). Any reference to “ADGM”, “**our**”, “**we**” or “**us**” includes our successors and assigns.

### 2. TERMS OF USE

- 2.1 These terms of use together with the documents referred to in it (together, the **Terms of Use**), tell you the terms of use on which you may make use of this Application, including any updates or supplements to it, the data supplied with this Application, the services you receive or connect to via the Application (which may include our or our affiliates’ services or third party services) (the **Services**) and the content provided to you through it, whether as a guest or a registered user.
- 2.2 If you are under 18, you may need your parent/guardian to help you with your use of the Application, and with reading these Terms of Use. If anything is hard to understand, please ask your parent/guardian to explain. If you still have any questions, you or your parent/guardian can contact us using the “Report a problem” feature in the “Support” section of the Application.

### 3. PRIVACY

- 3.1 For information on how we collect and use your personal information, please see our privacy notice, linked: [**ADGM to insert link**].
- 3.2 We will only use your personal information in accordance with each privacy notice which applies to you, and each such privacy notice is incorporated by reference into these Terms of Use.

### 4. ADDITIONAL TERMS AND NOTICES

- 4.1 When you download and install the Application, you will be granted a level of access based on the category of user that you are, from the following list:
- (a) guest user;
  - (b) signed-up user;
  - (c) employee of licensed entity user; or
  - (d) authorised user.
- 4.2 Depending on your user access level, your use of the Application and/or certain Services may be subject to supplementary terms of use and privacy notices. Please review any such supplementary terms of use and privacy notices and indicate your acceptance to such terms by clicking on the accept button, once prompted. The ways in which you can use our Application may also be controlled by the rules and policies of the relevant distribution platform from which you downloaded our Application (the **Appstore**). Where there is a difference between these Terms of Use and the Appstore rules and policies, the Appstore’s rules and policies will prevail.
- 4.3 Certain features of the Application, including the Quests (as defined below) are subject to additional terms and conditions which can be found in Section 11 of these Terms of Use.

## 5. OPERATING SYSTEM REQUIREMENTS

- 5.1 You are responsible for configuring your devices in order to download, install or access our Application.
- 5.2 In order to download, access and use the Application, your devices must comply with the following minimum system operating requirements:

Operating System	Requirements
Apple iOS	Minimum Operating System Version: iOS 13.4 or later Minimum Memory: 2 GB of RAM
Android	Minimum Operating System Version: Android 6.0 (Marshmallow) or later Minimum Memory: 2 GB of RAM

## 6. CHANGES TO THESE TERMS OF USE

- 6.1 From time to time, we may revise these Terms of Use and any such changes will be posted on this page. Where appropriate, we may also notify you when you next start the Application. A new version of these Terms of Use may also be displayed on-screen and you may be required to read and accept the changes to continue your use of our Application or any of the Services.
- 6.2 Please take notice of any changes to these Terms of Use that we make, as they are binding and will take effect once posted on this page or notified to you. Your continued access and use of the Application after any modification to these Terms of Use is deemed to be your acceptance of the modified Terms of Use. If you do not accept any notified changes, you will not be permitted to continue to use the Application or the Services and your rights to access or use the Application or the Services shall immediately terminate.

## 7. CHANGES TO OUR APPLICATION

- 7.1 From time to time, we may automatically update the Application and change certain Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the Application for these reasons.
- 7.2 If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the Application or the Services.

## 8. AVAILABILITY AND SUPPORT

- 8.1 We do not guarantee that our Application will be secure or free from bugs or viruses at all times and you should use your own virus protection software.
- 8.2 We also cannot guarantee that our Application, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Application without notice and we will not be liable to you if for any reason our Application is unavailable at any time or for any period.
- 8.3 If you have any problems using the Application or any Service, please contact us in accordance with Section 20 below.

## 9. ACCEPTABLE USE

9.1 In consideration for you agreeing to comply with these Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicensable and limited licence, on the terms of these Terms of Use, to:

- (a) download one copy of the Application onto each of your devices and view, use and display the Application and the Services on such devices for your personal purposes only or, if you are an enterprise user, for your employer's business purposes, provided at all times that you do not exceed the maximum number of permitted devices;
- (b) use any documentation describing the features and functions of our Application or the Services that we may provide or notify to you from time to time (the **Documentation**); and
- (c) receive and use any update, patch, fix or release of the Application as we may provide to you from time to time,

in each case, until terminated in accordance with these Terms of Use.

9.2 We are giving you a personal right to use our Application and the Documentation under these Terms of Use. If you sell or otherwise dispose of any device on which our Application is installed, you must remove the Application from that device.

9.3 In using our Application or any Services, you agree that you shall not:

- (a) use (which shall include making copies of) the Application beyond the scope of the licence granted under Section 9.1 above;
- (b) except as permitted under these Terms of Use, rent, lease, sub-license, loan or provide, distribute, re-sell or otherwise make available the Application (including object code and source code) or the Services in any form, in whole or in part to any person without our prior written consent;
- (c) use the Application to do anything to encourage, procure or conduct any criminal activity;
- (d) use the Application to engage in any conduct or encourage others to engage in any conduct that would give rise to civil liability;
- (e) use the Application for any purpose that is unlawful or prohibited by these Terms of Use, or do anything which may give rise to or cause us to incur any liability;
- (f) email, transmit, post or otherwise disseminate any content, material or information which is, in our sole opinion, defamatory, obscene, offensive, vulgar or indecent or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or is otherwise unlawful;
- (g) post any content or material that infringes or violates our intellectual property rights or the intellectual property rights of any third party or do, cause or permit anything to be done that may infringe, damage or interfere with our, or our affiliates', intellectual property rights;
- (h) except as permitted under these Terms of Use, advertise or promote third party or your own products or services including by way of the distribution of 'spam' email;
- (i) introduce any viruses, trojans or other harmful programs to the Application;

- (j) translate, merge, adapt, vary, alter or modify, enhance or create derivative works or improvements of, in each case the whole or any part of the Application, the Documentation or the Services, nor permit the Application or the Services or any part of them to be combined with, or be incorporated in, any other software programs or Applications, except to the extent necessary to use the Application and the Services as permitted under these Terms of Use;
- (k) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Application or the Services, nor attempt to do any such things;
- (l) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy provided on or with the Application or the Documentation, including any copy thereof;
- (m) access or attempt to access the accounts of other users or penetrate or attempt to penetrate the Application's security measures; or
- (n) do anything which could or might damage, interfere with, disrupt access to, interrupt or impair the functionality of or the material available on our Application or the Services.

9.4 If we consider that you have breached these Terms of Use or you have otherwise demonstrated inappropriate conduct when using the Application or the Services, we reserve the right, at our sole discretion, to:

- (a) without prior notice to you:
  - (i) remove or delete any material or content that you may have posted;
  - (ii) suspend, restrict or terminate your right to access or use to our Application or any Services at any time; or
  - (iii) report you to an internet service provider and/or any relevant regulatory body or authority; or
- (b) take legal action against you.

9.5 If we end your rights to use our Application or the Services under Section 9.4 above:

- (a) you must stop all activities previously authorised by these Terms of Use, including your use of the Application, the Documentation and any Services;
- (b) you must delete or remove the Application from all devices in your possession and immediately destroy all copies of the Application and the Documentation which you have and confirm to us in writing that you have done this; and
- (c) we may remotely cease providing you with access to the Application and the Services.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 All intellectual property rights in our Application, the Documentation, the Services and content and materials published on our Application, including but not limited to, text, design, graphics, logos, icons, images, videos, downloads and software are the exclusive property of and owned by ADGM or its third party licensors, protected by copyright, trademark or other proprietary rights of ADGM or such third parties. All such intellectual property rights are reserved and you shall comply with any licences which are applicable to third party software, content, data or other materials included in our

Application including those relating to Abuzz and GetStream. Any breach of such third party terms shall also be a breach of these Terms of Use.

- 10.2 When you share, upload or post content to our Application or in the use of the Services, you automatically grant to ADGM, each of ADGM's affiliates and third party licensors and service providers a perpetual, irrevocable, royalty-free, sub-licensable, worldwide and non-exclusive licence to use, store, copy and distribute such content to the extent necessary to make available, distribute and support the Application and provide any of the Services.
- 10.3 You represent and warrant that:
- (a) you own or control all rights in and to any content you upload or post to our Application and you have the right to grant the licence granted pursuant to Section 10.2 above to the relevant licensees; and
  - (b) any and all content you upload or post to our Application or in the use of the Services, does and will comply with these Terms of Use.

## **11. QUEST TERMS & CONDITIONS**

- 11.1 By applying to participate in the quest games (the **Quests**) via the Application, you agree to be bound by and to abide by the terms set out in this Section 11 of the Terms of Use. You should read these Terms of Use before applying to participate in the Quests. The Terms of Use apply to every occasion that you use the Quests. If you do not agree or accept the Terms of Use, you cannot apply to participate in, and must not use, the Quests.

### **Quest Participation for Under 18s**

- 11.2 If you are under 18, you cannot participate in the Quests without the permission of your parent/guardian. If you are under 18 and are participating in the Quests, we assume that your parent/guardian has provided a valid consent to such participation.
- 11.3 If you are under the age of 18, you will also not be eligible to win any cash element of a Prize (if applicable) and parental or guardian permission must be obtained to claim any Prize. Such permission must include confirmation that the parent/guardian agreed to the participant's participation in the Quests, they agree to the participant being awarded a Prize and will accompany the participant during any travel connected to the Prize. For the avoidance of doubt, this permission is separate to the permission that must be obtained by all participants under the age of 16 to set up an account for the App, which is required to participate in the Quests.

### **Requests to Participate in Quests**

- 11.4 All requests to participate in the Quests shall be via the Application. No requests made in any other manner will be accepted. Following your acceptance of these Terms of Use, you will be deemed to have successfully "applied" and you can become a "participant " in the Quests.
- 11.5 Requests to participate in the Quests is open to all individuals who have valid log-in credentials for the Application. Employees (and immediate family members) of ADGM may enter the Quests but are ineligible to win any Prizes (as defined below). If such person would otherwise win a Prize, the Prize shall be awarded to the next placed participant.
- 11.6 No purchase of any item or service is necessary in order to enter the Quests and no payment is required from you.

- 11.7 Requests to participate must not be made by agents or third parties. No responsibility can be accepted for lost, delayed or incomplete requests to participate or requests not received by ADGM for any reason. Any such requests to participate will be deemed void.
- 11.8 There is no limit on the number of Quest entries per household or organisation however, only one entry for each Quest per user of the Application is permitted. Individuals are not permitted to provide any other person with access to their account on the Application to participate in the Quests, or otherwise.

### **The Quest Rules**

- 11.9 The Quests will be governed by the Quest Rules (as amended from time to time) published on the Application (**Quest Rules**). The Quest Rules form part of these Terms of Use and by applying to participate in each Quest, you accept the Quest Rules. ADGM reserves the right to alter, amend or supplement the Quest Rules in its absolute discretion. You agree that no liability shall attach to ADGM as a result of any such change and so are advised to check the Quest Rules regularly. Your continued use of the Quest following the posting of changes to the Quest Rules will mean you accept those changes and that such changes shall apply to your use of the Quest after such changes have been posted.
- 11.10 ADGM will be the sole decision-maker for any matter of interpretation of the Quest Rules and any aspect of the content of, or participation in, the Quests. ADGM will not enter into correspondence relating to such matters and its decision as to any matter arising out of or in connection with the Quest Rules including but not limited to the allocation of points to any participants and/or the award of any Prize and/or any ranking or league table shall be final and conclusive.

### **Prizes and Winner's Details**

- 11.11 ADGM may choose to award prizes in respect of each Quest (**Prizes**). Such Prizes will be available at the discretion of ADGM and in accordance with criteria set by it. ADGM reserves the right to alter, withdraw and/or amend the Prizes and the criteria for winning a Prize at its sole discretion.
- 11.12 ADGM intends that there will be a Prize awarded to the participant who according to ADGM's determination is at the top of the applicable leaderboard published by ADGM at the end of the duration of each Quest. The exact timing of when to select a winner and award this Prize is at the discretion of ADGM.
- 11.13 Prizes are not transferable and are non-exchangeable. No cash alternative will be offered in any circumstances. ADGM will make reasonable endeavours to accommodate any needs or requirements of Prize recipients and where a Prize includes travel or attendance at an event, ADGM will seek to coordinate suitable arrangements with the recipient. However, if a recipient is unable to meet ADGM's eligibility or participation requirements for such Prize, including but not limited to any necessary supervision, travel documentation, or availability on the relevant dates, the Prize may be forfeited or awarded to an alternate recipient. If any aspect of a Prize is cancelled or postponed due to circumstances beyond ADGM's control, ADGM shall not be responsible, and that portion of the Prize will not be awarded and no additional compensation will be provided. No refunds or credit for changes to Prizes are allowed.
- 11.14 All participants (excluding those listed in Section 11.5 and participants under 18) are eligible to win the Prizes provided the winner in each case has complied with these Terms of Use.
- 11.15 In the event there is a tie, and more than one participant is at the top of a final leaderboard, the relevant prizes shall be awarded to the participant which was first to achieve the winning score. ADGM's decision will be final, and no correspondence will be entered into.

- 11.16 Winners will be notified of their success via an email notification sent to their registered email in respect of the Prizes. The email notification will set out any conditions applicable to the Prize, which must be accepted by the winner. Each winner must respond within the acceptance period specified in the email notification to confirm that they wish to receive their Prize. In the event that a winner does not provide such confirmation or is otherwise uncontactable, ADGM reserves the right to award the relevant Prize to the next eligible participant.

### **ADGM Responsibility**

- 11.17 The extent of ADGM's responsibility to you in relation to the Quests has been determined in the context of the following:
- (a) the Quests are provided to you free of charge and on an "as is" basis; and
  - (b) you are responsible for any action you do or do not take as a result of the Quests and the information therein.
- 11.18 ADGM shall have no responsibility for any technical issues, system issues or failures or interruptions of service encountered on the Quests.
- 11.19 ADGM reserves the right at any time (in whole or in part) to temporarily or permanently suspend, modify or discontinue the Quests with or without prior notice. In the event that ADGM permanently discontinues a Quest pursuant to this Section 11.19, you shall be released from your obligations to ADGM under these Terms of Use.
- 11.20 Subject to Section 14, ADGM accepts no liability to you for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering a Quest or accepting a Prize including but not limited to the following types of loss which you may suffer as a result of your entry to a Quest.

### **Breach**

- 11.21 Any breach by you of the Quest Rules from time to time shall also be a breach of these Terms of Use.
- 11.22 Without prejudice to Section 9, in the event of any breach by you of these Terms of Use, ADGM reserves the right in its sole discretion to:
- (a) permanently or temporarily refuse you entry to the Quests;
  - (b) disqualify you from the Quest;
  - (c) modify, delete and/or suspend your participation; and/or
  - (d) require any reasonable amendment to your application.

All such decisions by ADGM will be final and no correspondence will be entered into.

- 11.23 If you are barred or disqualified from being a participant, you shall not be eligible to participate in the Quests under any other identity or user-name. Any such decision by ADGM shall be final.

## **12. NON-RELIANCE ON INFORMATION**

- 12.1 The Application and the Services have not been developed to meet your individual requirements and you are responsible for configuring your devices to download, install, access and/or use the



Application and the Services. Please check that the facilities and functions of the Application and the Services (as described on the Appstore and in the Documentation) meet your requirements.

- 12.2 You acknowledge and agree that any information or content on our Application is provided on an “as is” basis, for your general information only, and does not purport to be all-inclusive and that we make no representation or warranty to the accuracy, reliability or completeness of any of the information. Any reliance on the content or materials on our Application is entirely at your own risk, for which we shall not be liable for any loss or damage arising from the use of our Application or any information or content on our Application. You must obtain professional or specialist advice before taking or refraining from any action on the basis of the content of our Application. It shall be your own responsibility to ensure that any products, services or information available through or advertised on our Application meet your specific requirements.

### 13. INDEMNITY

- 13.1 You agree to indemnify, defend and hold harmless on written demand ADGM, its affiliates and its and their directors, owners, employees and agents (the **Indemnified Persons**), in each case from and against any and all claims, liabilities, losses, costs and expenses (including reasonable legal fees on a full indemnity basis) or payments whatsoever, suffered or incurred by the Indemnified Persons, arising out of or in connection with:
- (a) your use of our Application or receipt of any Service, including any third party products, goods, Services or events linked, advertised or promoted on our Application;
  - (b) any content that you share, post or upload to our Application or in the use of any of the Services;
  - (c) your violation of these Terms of Use; or
  - (d) anything you have or may have done that infringes, damages or interferes with our, or our affiliates’, or any third party’s intellectual property rights.

### 14. LIMITATION OF OUR LIABILITY

- 14.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 14.2 To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Application or any content on it or any of the Services, whether express or implied.
- 14.3 We will not be liable to you or any other Application user 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, inability to use, or failure of performance of, our Application or the Services;
  - (b) use of or reliance on any content displayed on our Application or the Services;
  - (c) any virus, distributed denial-of-service attack, or other technologically harmful material that may infect your devices or computer equipment, computer programs, data or other proprietary material due to your use of our Application or to your downloading of any content on it;



- (d) any independent website linked on our Application or any third party Service you connect to via our Application; or
- (e) any loss which you may suffer as a result of or in connection with or arising out of any Prize.

14.4 We will not be liable for any consequential loss, loss of profits, loss of data or loss of sales, loss of business, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, in each case whether direct or indirect.

## **15. THIRD PARTY LINKS AND SERVICES IN OUR APPLICATION**

15.1 Our Application may contain information, advertisements, promotions and other content about products, events and/or Services provided or offered by third parties, including via links to external sites owned and operated by such third parties. We make no representations or warranties, either express or implied, regarding the information provided by any third party on our Application, and we do not approve, endorse, recommend, guarantee or accept responsibility for the accuracy of the information provided by any third party sites or any products, events and/or Services you may receive or obtain from them.

15.2 You agree that your interactions with third parties in relation to any third party sites, products, events and/or Services are governed by the applicable terms and conditions and privacy policies of the relevant third parties. We are not liable for any losses or damages you suffer or incur arising under or in connection with your use of third party sites, your reliance on any information or content displayed on such third party sites or your receipt or use of any third party products, events and/or Services promoted or linked on our Application.

## **16. YOUR ACCOUNT AND PASSWORD**

16.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

16.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

## **17. SUSPENSION OR TERMINATION OF YOUR ACCESS**

17.1 Without limiting our other rights or remedies, we reserve the right, in its sole discretion, at any time to restrict, suspend or terminate your access to all or any part of the Application or any of the Services for any reason without prior notice. We may change, suspend or discontinue all or any aspect of the Application or the Services at any time, including the availability of any content, without prior notice or liability.

## **18. ASSIGNMENT**

18.1 ADGM may freely novate, assign, transfer or otherwise dispose of these Terms of Use or any of ADGM's rights or obligations under these Terms of Use without your consent and without providing notice.

## **19. GOVERNING LAW AND JURISDICTION**

19.1 These Terms of Use, your use of our Application and any dispute between you and the ADGM arising out of these Terms of Use are subject to the laws of the Abu Dhabi Global Market and these Terms of Use shall be governed by and construed in accordance with the laws of the Abu Dhabi Global Market.

- 19.2 Any disputes arising in connection with these Terms of Use shall be referred to and finally resolved by the courts of the Abu Dhabi Global Market, which shall have exclusive jurisdiction to settle any such disputes. You agree that the courts of the Abu Dhabi Global Market are the most appropriate and convenient courts to settle any dispute under or in connection with these Terms of Use and you hereby waive any objection to the courts of the Abu Dhabi Global Market on the grounds that they are an inconvenient or inappropriate forum to settle any dispute.

**20. CONTACT**

- 20.1 You can contact us by populating a general enquiry form on the Application.