

# EazyBot Terms Of Use

These “Terms of Use” apply to all users of the Eazy Bot Platform. Eazy Bot, we, us or our website, including [www.go.eazybot.com](http://www.go.eazybot.com) and all subpages and associated websites, as well as, our mobile and social media platforms and applications (collectively, Eazy Bot Platform/Platform).

By accessing or using the Platform you agree to these Terms of Use. Please read this document carefully as it is a legally binding agreement between you and, and Eazy Bot. Some areas of the Platform may have additional rules that apply to your access or use, and those rules will apply in addition to these Terms of Use. Eazy Bot reserves the right to update the terms and policies at any time without prior notice.

## 1. ACCEPTANCE OF TERMS OF USE

By accessing or using the Services, you are accepting these Terms of Use. If you do not agree to the Terms of Use, you may not use the Services or create an account.

Eazy Bot holds the right to make appropriate amendments/modifications to these terms. Any such amendments would be notified on the Eazy Bot platform or on the services as appropriate. Your continued use of the services after such amendments would constitute your acceptance of the revised terms.

## 2. ELIGIBILITY AND REGISTRATION

You must be of legal age in your country of registration and not otherwise prohibited by law from accessing or using the Platform or any other service offered by Eazy Bot. When registering, you must provide accurate information. You must not allow someone else to use your account and you cannot use someone else’s account without authorization and any such attempts would attract appropriate legal actions.

If you choose to upgrade your subscription, you must pay the Package Upgrade Fee as specified in your Subscription Plan via the means of payment available on the website. Fees are non-refundable. You irrevocably waive your right to a refund on Fees paid to us both during termination, and after expiration of the Agreement, unless otherwise is provided in the Agreement.

You are responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs

under your account. Eazy Bot is not responsible for any harm or losses arising out of the unauthorized use of your account. You agree to notify us immediately of any unauthorized use of your account or password. By providing your contact information such as e-mail id, phone number etc., you consent that Eazy Bot may approach you for providing any information regarding Eazy Bot services using such contact information.

### **3. COPYRIGHT & INTELLECTUAL PROPERTY**

Eazy Bot and its Affiliates hold copyright over all content included in or made available through any Eazy Bot Platform, such as text, graphics, logos, button icons, images, video clips, digital downloads, data compilations, websites, tools, and applications and are protected by UAE and international laws.

The compilation of all content included in or made available through the Eazy Bot Platform is the exclusive property of Eazy Bot and its Affiliates and is protected by local and international copyright and database right laws.

By accepting these Terms of Use, you submit to the applicable copyright laws, copyright notices or any other instructions notified on the Eazy Bot Platform and you shall not use, extract, replicate and/or re-utilize parts of the content available on the Eazy Bot Platform without prior written consent. Any proprietary rights, including intellectual property rights are the sole ownership of Eazy Bot and its Affiliates and you shall not in any case claim any rights on the same whatsoever.

You hereby confirm that you may not utilize any data mining, robots, or similar data gathering and extraction tools to extract for re-utilization any substantial parts of the content of Eazy Bot Platform. You further agree not to create or publish any service which may create an impression that such service belongs to Eazy Bot.

You are strictly prohibited from using any of our trademarks, trade names, service marks, copyrights, or logos in any manner, which creates the impression that such items, belong to or are associated with you, without our written consent, and you acknowledge that you have no ownership rights in or to any of such items.

You are not authorized to link our website or its content to any other website containing any data which is inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful/illegal topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights.

The content on the Platform is for specified use only as defined in these Terms of Use and is copyrighted by Eazy Bot. You may not under any circumstances use, alter or change any of the content available on the Eazy Bot Platform and violating which will attract appropriate penal action under the applicable laws.

#### **4. YOUR LICENSE TO USE THE SERVICES**

Eazy Bot grants you a limited, non-exclusive, non-transferable license to use and access the Platform provided that you comply with the Terms and Use and such other additional rules provided therein. Such license will not permit you to resale or commercial use of the Platform.

Eazy Bot holds the right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. Unless and otherwise expressly authorized, you shall not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Services. Any such unauthorized acts or any act which is inconsistent with these Terms of Use would attract immediate termination of your right to use the Platform.

You hereby agree that you may not misuse the Eazy Bot Platform and Eazy Bot can, at any time revoke, terminate or restrict your license to use the Platform in the event of violation of these Terms and Use.

#### **5. SERVICE RULES**

You hereby agree to follow the below rules to continue the use of Eazy Bot Platform:

1. You should not scrape, monitor, or copy any part of the Platform in an automated way, using robot, scraper, or other method of access other than manually accessing the publicly available portions of the Services:
2. You should not violate, bypass or circumvent any restrictions which prevent or limit your access to the Platform:
3. You should not compete with our business and influence our revenue and solicit our Users directly or indirectly, in any prohibited or unethical manner:
4. You should not interfere with any other User's right to use and enjoyment of the Platform and should not influence, mislead them in any unauthorized manner:
5. You should not attempt/commit an act which impairs our computer systems or transmits software viruses, worms, or other harmful files and gain unauthorized access to the Platform:
6. You should not use any part of Eazy Bot Services in unsolicited mailings or spam material:

7. You should not use this Platform as a device to violate any third-party rights including but not limited to copyright, trademark, privacy rights or any other intellectual property rights or proprietary rights.
8. You are strictly prohibited from attempting/committing any illegal acts such as threatening, stalking, harassing, and deceiving other users of the Platform. The Platform should not be used for misleading/deceiving or defaming any third parties and any such act which results in objectification, soliciting personal information would attract strict legal actions according to the UAE laws.
9. You should not attempt/commit any acts which are illegal or not protected by law.

## **6. REPORTING COPYRIGHT INFRINGEMENT**

You should comply with our below-mentioned copyright rules in order to avail our services without any disruptions. Any default in complying with such rules would be subject to appropriate actions. In the event you find out a copyright infringement by a third person, you should notify Eazy Bot immediately by contacting us. In case you have an allegation of copyright infringement, you can submit a written notice by following the below rules:

1. The notice should be written in English language and addressed to Eazy Bot.
2. The notice should be either sent by registered post or e-mail to the address provided on the Eazy Bot Platform.
3. The notice should contain the full legal name and physical or electronic signature of the complainant without which, the notice shall be treated as invalid.
4. It should be noted that in the event any of the information stated in the notice found to be incorrect or intended to defame the party against whom such infringement is alleged, Eazy Bot holds no responsibility to protect any person from the consequences.

## **7. COMMUNICATION POLICY**

By accepting this Terms of Use, you agree to the following:

1. Eazy Bot may send alerts and OTPs to your registered phone number provided by you at the time of registration on the Platform or on any updated mobile number subsequently provided by you. The alerts will be received in case of SMS, only if the mobile phone is in 'On' mode to receive the SMS, in case of e-mail, only if the email servers and e-mail ids are functional, and in case of push notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in 'Off' or on "Flight" mode or if the email servers or ids are not functional or if the

push-notifications feature has been turned off, then You may not get the alert at all or get delayed messages for which Eazy Bot shall not be responsible.

2. Upon receipt of alerts via SMS/email/push notifications, it shall be deemed that you acknowledged the information sent from Eazy Bot Platform as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the Platform or availing any Services of Eazy Bot. In any event, you cannot hold Eazy Bot liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.
3. Any such SMS/ e-mail alert/push notification service provided by Eazy Bot is an additional facility to assist you and it may be susceptible to error, omission and/or inaccuracy. Any such error which may come to your notice shall be immediately communicated to Eazy Bot and we will make best possible efforts to rectify the error as early as possible.
4. You hereby exclude Eazy Bot against any liability towards any loss, damages, claim, expense including legal cost that may be incurred/suffered by You on account of the SMS/e-mail alert/push notification facility.
5. The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depend on many factors including the infrastructure and connectivity of the service provider. In no event, Eazy Bot shall be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.

## **8. DISCLAIMER OF WARRANTIES**

THE PLATFORM AND ITS CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. EAZY BOT DOES NOT PROMISE THAT THE PLATFORM OR ANY CONTENT, SERVICE OR FEATURE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, THAT YOUR USE OF THE PLATFORM WILL PROVIDE SPECIFIC RESULTS, OR THAT ANY CONTENT WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. ALL INFORMATION PROVIDED ON THE PLATFORM IS SUBJECT TO CHANGE WITHOUT NOTICE. UNDER NO CIRCUMSTANCES WILL EAZY BOT BE LIABLE IN ANY WAY FOR USER CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THESE USE OF USER CONTENT. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY

AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE PLATFORM AND/OR ANY CONTENT. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM, CONTENT AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE PLATFORM OR ANY CONTENT IS TO STOP USING THE PLATFORM OR CONTENT.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, negligence or any other cause of action.

The Platform may have links to other websites, products or services that are not operated, controlled or maintained by Eazy Bot. The inclusion of links to other websites or the content provided by a third party on the Platform does not imply our endorsement or approval of the linked sites or their content. If you navigate away from the domain name of the Platform, you do so at your own risk. You should review the terms of use of each domain, including privacy and data gathering practices, of any other website to which you navigate.

## **9. LIMITATIONS OF LIABILITY**

We will not be liable for any damages suffered as a result of your accessing or using the Platform or content, including THE ACCESSING, USING OR SHARING OF Content. Except where prohibited by law, in no event will we be liable to you for any indirect, consequential, exemplary, incidental or punitive damages (including interruption of business OR OPERATIONS, COST OF COVER, lost goodwill, profits, USE or data). You have the sole responsibility for adequate protection and backup of your data AND EQUIPMENT used in connection with this Platform.

## **10. INDEMNITY**

You agree to indemnify and hold Eazy Bot, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), due to or arising out of or in connection with: your use of or access to the Platform or its content; content that you share; and your violation of these Terms or any additional rules, guidelines or terms of use posted for a specific area of the Platform. You agree not to settle any matter in which you have indemnity obligations

without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **11. ASSIGNMENT**

In any event, you are not authorized to transfer, assign or sell your interest in the Eazy Bot Platform to any third person without the express, prior consent of Eazy Bot. You agree that use of proxy while using the Platform may result in blocking of your user account providing a 24 hours prior notice to you.

## **12. PRIVACY STATEMENT**

Eazy Bot's Privacy Policy applies to use of the Platform, and its terms are made a part of these Terms by this reference. We will use and protect all personally identifiable registration information and data in accordance with our Privacy Policy. If you have a user account for the Platform, then you can choose privacy settings in your user profile and you are responsible for any data that you choose to expose to Platform users using these settings.

## **13. SERVICES AUDITING AND MONITORING**

We reserve the right to audit and monitor (manually or through automated means) the use of the Services to ensure compliance with the Terms of Use and to maintain and improve the provision of the Services. We also may, but are not required to, monitor the content on the Services using manual review or technical measures to screen, block, filter, edit or remove content. We may terminate or suspend users' accounts or delete, edit or remove content that we, in our sole discretion, deem illegal, offensive, abusive, in violation of the Terms of Use or our other policies, or otherwise inappropriate or unacceptable. All enforcement determinations are made at our sole discretion, and we will not incur any liability or responsibility if we choose to remove or delete any content.

You acknowledge, consent, and agree that we may access, preserve, and disclose information about your use of the Services, including your communications and content you submit, if required to do so by law or in a good faith believe that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms of Use; (iii) respond to claims that any content you submit violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of us, our users and the public.

We are able at any time to monitor the use of the Services and the content available on the Services. You agree that we may disclose information obtained through the Services in response to a legal request or as required by law. We can also make decisions to change or remove content, or suspend use of the Services, based on content submitted or available on the Services.

#### **14. NOTICES**

Any notice required to be given to Eazy Bot shall be in English language and delivered and addressed to the attention of:

Attn: Eazy Bot Computer Systems Software Trading LLC,

Address: Office No. 173,

Building No. 1, Techno Hub,

Silicon Oasis,

Dubai U.A.E

#### **15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by UAE law. You hereby accept that any claim or dispute You may have against Eazy Bot Platform must be resolved by a court having jurisdiction in Dubai, United Arab Emirates (UAE). You agree to submit to the personal jurisdiction of the courts located within Dubai, UAE for the purpose of litigating all such claims or disputes. This clause shall survive termination of this Agreement.