

TERMS OF USE (MOBILE APP)

1. TERMS OF USE

By downloading, browsing, accessing or using this "ADVANTAGE" Advantage Program and myadv.me ("**Advantage Program**"), you agree to be bound by these Terms and Conditions of Use. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Advantage Program and your use of the services offered on the Advantage Program. Continued use of the Advantage Program will constitute acceptance of these Terms and Conditions of Use, as may be amended from time to time.

2. DEFINITIONS

In these Terms and Conditions of Use, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

"Account" means an account created by a User on the Advantage Program as part of Registration.

"Partner" refers to any entity whose products or offers can be purchased and/or redeemed (as the case may be) via the Advantage Program.

"Privacy Policy" means the privacy policy set out in Clause 14 of these Terms and Conditions of Use.

"Redeem" means to redeem a Partner's products or offers on these Terms and Conditions of Use and

"Redemption" means the act of redeeming such products or offers.

"Register" means to create an Account on the Advantage Program and "Registration" means the act of creating such an Account.

"Offers" means deals of Partner's products and/or Partner's services, including without limitation, any vouchers for the redemption of such services, and "Offer" means any one of them.

"Services" means all the services provided by Parasol Loyalty Card Services LLC via the Advantage Program to Users, and "Service" means any one of them,

"Users" means users of the Advantage Program, including you and "User" means any one of them.

3. GENERAL ISSUES ABOUT THE Advantage Program AND THE SERVICES

3.1 *Applicability of terms and conditions:* The use of any Services and/or the Advantage Program and the making of any Redemptions are subject to these Terms and Conditions of Use.

3.2 *Location:* The Advantage Program, the Services and any Redemptions are intended solely for use by Users who access the Advantage Program as specified in the Partner Offer . We make no representation that the Services (or any goods or offers) are available or otherwise suitable for use outside of the specifically described region/ store/ location. Notwithstanding the above, if you access the Advantage Program, use the Services or make any Redemptions from locations outside United Arab Emirates, you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws.

3.3 *Scope:* The Advantage Program, the Services and any Redemptions are for your non-commercial, personal use only and must not be used for business purposes.

3.4 *Prevention on use:* We reserve the right to prevent you using the Advantage Program and the Service (or any part of them) and to prevent you from making any Redemptions.

3.5 Equipment and Networks: The provision of the Services and the Advantage Program does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Advantage Program or the Services or make any Redemptions. To use the Advantage Program or Services or to make Redemptions, you will require Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Advantage Program. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Advantage Program or any such third party charges as may arise. You accept responsibility for any such charges that arise.

3.6 Permission to use Advantage Program: If you are not the bill payer for the mobile telephone or handheld device being used to access the Advantage Program, you will be assumed to have received permission from the bill payer for using the Advantage Program.

3.7 Age limit: by accessing or using the Advantage Program, you confirm that you are above the age of twelve. If you are under the age of 12, you can confirm that you have received a parental or guardian consent to access the Platform. If you have not received consent from the required person, then you do not have a permission to use the platform.

3.8 License to Use Material: By submitting any text or images (including photographs) ("**Material**") via the Application, you represent that you are the owner of the Material, or have proper authorization from the owner of the Material to use, reproduce and distribute it. You hereby grant us a worldwide, royalty-free, non-exclusive license to use the Material to promote our products and services.

4. REDEMPTIONS

4.1 Need for registration: You must Register to make a Redemption from the Advantage Program.

4.2 Application of these Terms and Conditions of Use: By making any Redemption, you acknowledge that the Redemption is subject to these Terms and Conditions of Use.

4.3 Redemption: Any attempted Redemption not consistent with these Terms and Conditions of Use may be disallowed or rendered void at our or the relevant Merchant's discretion.

4.4 Responsibility for Redemptions: Each Partner shall be responsible to ensure that any redemptions are done via the Advantage Program. It is forbidden to make any Redemptions that has not been verified by PIN CODE.

4.5 Restrictions: (a) Reproduction, sale, resale or trading of any products or Vouchers or Redeemed products is prohibited. (b) If any product is Redeemed for less than its face value, there is no entitlement to a credit, cash or Product equal to the difference between the face value and the amount Redeemed. (c) Redemption of offers is subject to availability of the relevant Partners' stocks.

4.6 Parasol Loyalty Card Services LLC Not Liable: For the avoidance of doubt, Parasol Loyalty Card Services LLC shall not be liable for any losses or damages suffered by you resulting from a failure by the relevant Partner to fulfil any Redemptions in accordance with Clause 4.4 or for a failure by us to deliver any products or Offers to you due to the unavailability of such products or Offers pursuant to Clause 4.5(c).

4.7 *Lost/stolen Products*: Neither we nor any Partner shall be responsible for lost or stolen Products or Offers that have been Redeemed.

5. LOCATION ALERTS AND NOTIFICATIONS

5.1 You agree to receive pre-programmed notifications (“Location Alerts”) on the Advantage Program from Partners if you have turned on locational services on your mobile telephone or other handheld devices (as the case may be).

6. YOUR OBLIGATIONS

6.1 *Partner terms*: You agree to (and shall) abide by the terms and conditions of the relevant Partner for which your Redemption relates to, as may be amended from time to time.

6.2 *Accurate information*: You warrant that all information provided on Registration and contained as part of your Account is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Account.

6.3 *Content on the Advantage Program and Service*: It is your responsibility to ensure that any products, offer or information available through the Advantage Program or the Services meet your specific requirements before making any Redemption.

6.4 *Prohibitions in relation to usage of Services, Advantage Program*: Without limitation, you further undertake not to or permit anyone else to:-

6.4.1 resell any products or Offers ;

6.4.2 furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers;

6.4.3 attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks (such as running a port scan);

6.4.4 execute any form of network monitoring which will intercept data not intended for you;

6.4.5 enter into fraudulent interactions or transactions with us or a Partner (including interacting or transacting purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party);

6.4.6 extract data from or hack into the Advantage Program;

6.4.7 use the Services or Advantage Program in breach of these Terms and Conditions of Use;

6.4.8 engage in any unlawful activity in connection with the use of the Advantage Program or the Services; or

6.4.9 engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Advantage Program or Services.

7. RULES ABOUT USE OF THE SERVICE AND THE Advantage Program

7.1 We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Advantage Program will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at help@prsl4.me.

7.2 We do not warrant that your use of the Services or the Advantage Program will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Services or the Advantage Program will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Services and the Advantage Program, access to the Services and the Advantage Program may be suspended, restricted or terminated at any time.

7.3 We do not give any warranty that the Services and the Advantage Program are free from viruses or anything else which may have a harmful effect on any technology.

7.4 We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Advantage Program from time to time. Your access to the Advantage Program and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Advantage Program at any time.

7.5 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

8. SUSPENSION AND TERMINATION

8.1 If you use (or anyone other than you, with your permission uses) the Advantage Program, any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Services and/or Advantage Program.

8.2 If we suspend the Services or Advantage Program, we may refuse to restore the Services or Advantage Program for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

8.3 Parasol Loyalty Card Services LLC shall fully co-operate with any law enforcement authorities or court order requesting or directing Parasol Loyalty Card Services LLC to disclose the identity or locate anyone in breach of these Terms and Conditions of Use.

8.4 Without limitation to anything else in this Clause 8, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend the Services and/or Advantage Program; (b) suspend your use of the Services and/or Advantage Program; and/or (c) suspend the use of the Services and/or Advantage Program for persons we believe to be connected (in whatever manner) to you, if:

8.4.1 you commit any breach of these Terms and Conditions of Use;

8.4.2 we suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions of Use; or

8.4.3 we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

8.5 Our rights under this Clause 8 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

9. DISCLAIMER AND EXCLUSION OF LIABILITY

9.1 The Advantage Program, the Services, the information on the Advantage Program and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.

9.2 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the Advantage Program and its contents, including in relation to any inaccuracies or omissions in the Advantage Program, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

9.3 We do not warrant that the Advantage Program will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Advantage Program will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

9.4 While we may use reasonable efforts to include accurate and up-to-date information on the Advantage Program, we make no warranties or representations as to its accuracy, timeliness or completeness.

9.5 We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the Advantage Program and the services offered in the Advantage Program, your access to, use of or inability to use the Advantage Program or the services offered in the Advantage Program, reliance on or downloading from the Advantage Program and/or services, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.

9.6 We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Advantage Program and these Terms and Conditions of Use. For the purposes of these Terms and Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

9.7 The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

9.8 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Advantage Program, or electronic mail transmitted to and from us, will not be monitored or read by others.

10. INDEMNITY

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the

Services, (b) any other party's use of the Services using your user ID, verification PIN and/or any identifier number allocated by Parasol Loyalty Card Services LLC, and/or (c) your breach of any of these Terms and Conditions of Use, and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the Advantage Program are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

11.2 Nothing contained on the Advantage Program should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Advantage Program without our written permission. Misuse of any trademarks or any other content displayed on the Advantage Program is prohibited.

11.3 We will not hesitate to take legal action against any unauthorised usage of our trademarks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

12. AMENDMENTS

12.1 We may periodically make changes to the contents of the Advantage Program, including to the descriptions and prices of goods and services advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Advantage Program.

12.2 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the Advantage Program and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

13. APPLICABLE LAW AND JURISDICTION

13.1 The Advantage Program can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing the Advantage Program both you and we agree that the laws of the United Arab Emirates, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of the Advantage Program.

13.2 You accept and agree that both you and we shall submit to the exclusive jurisdiction of the courts of the United Arab Emirates in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.

14. Privacy Policy

14.1 Access to the Advantage Program and use of the Services offered on the Advantage Program by Parasol Loyalty Card Services LLC is subject to this Privacy Policy. By accessing the Advantage Program and by continuing to use the Services offered, you are deemed to have accepted this Privacy Policy, and in particular, you are deemed to have consented to.

We reserve the right to amend this Privacy Policy from time to time. If you disagree with any part of this Privacy Policy, you must immediately discontinue your access to the Advantage Program and your use of the Services.

14.2 As part of the normal operation of our Services, we collect and use information collected about you. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, disclose and make use of your personal information when you use the Services on the Advantage Program:-

(a) Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

(b) We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

(c) We will only retain personal information as long as necessary for the fulfillment of those purposes.

(d) We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

(e) Personal information should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

(f) We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

15. GDPR

15.1. Enable push notification with acceptance of this Privacy policy to keep up to date with the latest hot offers. Push notification can be disabled at any time through your profile settings feature.

15.2. To request information on your customer profile and data collected about you, please email dpo@prsl4.me stating your membership login as a reference.

15.3 Minimum information required to keep your profile live: first name, last name, date of birth, gender, nationality, staff-group, email. optional information: photo, current location.

15.3. Data deletion. Your data will not be automatically deleted from our system upon cancellation of your membership. To request the deletion of data profile, a request needs to be sent and confirmed from the registered email in the loyalty platform. Deletion of data from Parasol Loyalty Card Services LLC platform will take up to 30 calendar days from acknowledgment.

If you have any questions regarding these Terms & Conditions, please contact us at help@prsl4.me.