## **CASABOT HOLDINGS LIMITED**

## WEBSITE ACCEPTABLE USE POLICY

Please read the terms of this policy carefully before using the site.

# Introduction

Thank you for visiting https://casabot.com.

This Acceptable Use Policy (**Policy**) sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site or interact with our site in any other way.

In this Policy, references to **we, us, our** means to **CASABOT HOLDINGS LIMITED**. References to **you** and **your** are to users of our website.

# By using our site you accept these Terms

When you use our website, you confirm that you accept the terms of this Policy and that you agree to comply with its terms.

If you do not agree to the terms of this Policy, you must not use our site.

We recommend that you print a copy of this Policy for future reference.

# Other Terms that may apply to you

Our Website Terms and Conditions https://casabot.com/terms-and-conditions also apply to your use of our site.

## Who we are and how to contact us

https://casabot.com is a website operated by **CASABOT HOLDINGS LIMITED**. We are registered as a SPV in Abu Dhabi Global Market with company number 0 and have our registered office at ADGM, Abu Dhabi, United Arab Emirates.

If you have any queries or concerns regarding https://casabot.com or the information contained on it, please contact us at contact@casabot.com.

# **Prohibited Uses**

You may only use our site for lawful purposes. You may not use our site:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect:
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (see below);
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

(f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## You also agree:

- (a) not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Website Terms and Conditions https://casabot.com/terms-and-conditions; and
- (b) not to access without authority, interfere with, damage or disrupt any:
  - (i) part of our site;
  - (ii) equipment or network on which our site is stored;
  - (iii) software used in the provision of our site; or
  - (iv) equipment or network or software owned or used by any third party.

#### **Interactive Services**

We may from time to time provide interactive services on our site, including

Chat Room,

(together, Interactive Services).

Where we provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and, in particular, for children) from third parties when they use any Interactive Service provided on our site and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our site and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

# **Content Standards**

These Content Standards apply to all material which you contribute to our site (Contribution) and to any Interactive Services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The Content Standards apply to each part of any Contribution as well as to its whole.

CASABOT HOLDINGS LIMITED will determine, in its absolute discretion, whether a Contribution breaches the Content Standards.

#### A Contribution must:

- (a) be accurate (where it states facts);
- (b) be genuinely held (where it states opinions); and
- (c) comply with the law applicable in Abu Dhabi Global Market and in any country from which it is posted.

## A Contribution must not:

- (a) be defamatory of any person;
- (b) be obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;
- (d) promote violence or racial or religious hatred;
- (e) promote discrimination based on race, sex, sexual orientation, religion, nationality, disability or age;
- (f) infringe any copyright, database right or trade mark of any other person or any other intellectual property rights;
- (g) be likely to deceive any person;
- (h) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be in contempt of court;
- (k) be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (I) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (m) impersonate any person or misrepresent your identity or affiliation with any person;
- (n) give the impression that the Contribution emanates from CASABOT HOLDINGS LIMITED, if this is not the case;
- advocate, promote or incite any party to commit, or assist any unlawful or criminal act such as copyright infringement or computer misuse;

- (p) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- (q) contain any advertising or promote any services or web links to other sites.

You confirm that in respect of all Contributions submitted by you, you own the rights in everything you submit or if you do not, you have obtained the relevant permissions from the rights owner to submit that Contribution. We will not be responsible or liable to any third party, for the content or accuracy of any Contribution submitted by you and if we become responsible or liable in any way, you agree to fully indemnify us for any costs, losses or any such other amounts which we have incurred as a result of this.

## **Breach of this Policy**

We will determine, in our sole discretion, whether there has been a breach of this Policy through your use of our site. When we consider that a breach of this Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Policy constitutes a material breach of the Website Terms and Conditions https://casabot.com/terms-and-conditions upon which you are permitted to use our site, and may result in our taking any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use our site;
- (b) immediate, temporary or permanent removal of any Contribution uploaded by you to our site;
- (c) issue of a warning to you;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including reasonable administrative and legal costs) resulting from the breach;
- (e) further legal action against you; or
- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this Policy. The actions we may take are not limited to those described above and we may take any other action we reasonably deem appropriate.

# Severability

In the event any provision or part-provision of this Policy is found by any court or other authority of competent jurisdiction to be invalid, unlawful or unenforceable, that provision or part-provision shall,

to the extent required, be deemed not to form part of this Policy and the validity and enforceability of the other provisions of this Policy shall not be affected.

## Variation

CASABOT HOLDINGS LIMITED may at its sole discretion amend this Policy at any time. Every time you wish to use our website, please check this Policy and the Website Terms and Conditions to ensure you understand the terms that apply at that time.

# **Governing Law and Jurisdiction**

This Policy shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, or arising from or related to use of our website, shall be subject to the exclusive jurisdiction of the Courts of Abu Dhabi Global Market.