

## **MY THING FOR BLING'S TERMS OF USE**

Thank you for visiting the My Thing For Bling website [www.mythingforbling.com](http://www.mythingforbling.com) (Site). This page (together with the documents referred to herein) tells you the terms of use on which you may make use of our Site, whether as a guest or a registered user. Please read these Terms of Use ("Terms of Use") carefully before you start to use the Site. By using our Site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, you are not authorised to use our Site. We may revise these Terms of Use at any time without notice to you. Such changes are effective when they are posted on our Site and your continued use of our Site after any such changes are posted will be considered acceptance by you of such changes. You are expected to check these Terms of Use from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Site.

### **Accessing Our Site**

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our Site (the "Services") without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or our entire Site, to users who have registered with us. 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, and you must not disclose it to any third party. 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 opinion you have failed to comply with any of the provisions of these Terms of Use. You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use, and that they comply with them.

### **Who we are**

The Service is operated by My Thing For Bling (**we, us** and **our**).

### **Our Content**

Our Site contains software, trade marks, graphics, information, data, editorial and other content ("**Content**").

Except where we say otherwise, and except where you upload material to this Site, we are the owner or licensee of all intellectual property rights in and to our Site and all our Content. All such rights are reserved.

Except as expressly set out in these Terms of Use, nothing in these Terms of Use gives you any right in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading our Content from the Site.

### **What you are allowed to do**

You may retrieve and display content from our Site on a computer screen, print and copy individual pages and store such pages in electronic form for internal purposes. If you do so,

you must not remove any copyright, trademark or other intellectual property right notices from the original content.

### **Prohibited Uses**

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

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Terms of Use for this Site and Our Privacy Policy.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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:

- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of our terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our Site
  - any equipment or network on which our Site is stored
  - any software used in the provision of our Site
  - any equipment or network or software owned or used by any third party.

### **Reliance on Information Posted**

Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

### **Our Site Changes Regularly**

We aim to update our Site regularly, and may change the Content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the Content on our Site may be out of date at any given time, and we are under no obligation to update such Content.

## **Our Liability**

The Content displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, affiliates and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by law, either express or implied, including without limitation, any warranty for information, data, data processing services, uptime, or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability, suitability or fitness for a particular purpose, and we hereby disclaim any all such warranties, express and implied.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue
  - loss of business
  - loss of profits or contracts
  - loss of anticipated savings
  - loss of data
  - loss of goodwill
  - wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Our Site, including, without limitation, all Services, Content, functions and materials, is provided "as is" and "as available", without warranty of any kind, we do not warrant that our Site or the Services, Content, functions or materials contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. We make no warranty that the Site will meet users' requirements. No advice, results or information, whether oral or written, obtained by you from us or through the Site shall create any warranty not expressly made herein. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any Content or other materials from our Site. If you are dissatisfied with our Site, your sole remedy is to discontinue using our Site. We hereby disclaim, and you hereby waive, any and all warranties and representations made in product or Services literature, frequently asked questions documents and otherwise on the site or in correspondence with us or our agents. Any Services provided via the Site are provided "as is" except as expressly otherwise stated herein.

The foregoing does not affect our liability which cannot be excluded or limited under the applicable law. If a mistake in product description or pricing occurs on our Site, we reserve the right to correct it and to refuse or cancel any orders placed for items listed at an incorrect price.

## **Information About You And Your Visits To Our Site**

We process information about you in accordance with our Privacy Policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Uploading Material To Our Site**

Whenever you make use of a feature that allows you to upload Content and/or other material to our Site, or to make contact with other users of our Site, including through the use of blogs, chat rooms, message boards or other public forum, you must comply with these Terms of Use. You represent and warrant that (i) you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit, (ii) you own or otherwise possess all necessary rights with respect to all Content uploaded to our Site, and (iii) none of the Content will infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libellous, defamatory, obscene or otherwise objectionable. Any Content you upload to our Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such Content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or other material posted on our Site or endorse any opinions expressed on our Site. You understand that by accessing our Site, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will we be responsible, or liable to you or any third party, for the Content or accuracy of any materials posted by you or any other user of our Site, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content or other materials posted, emailed, transmitted or otherwise made available on our Site or broadcast elsewhere. We have the right to remove any Content or posting you make on our Site

## **Viruses, Hacking And Other Offences**

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other Content which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

You shall not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on our Site or for any Services or features offered on or through our Site, or obtaining lists of users or obtaining or accessing other information or features on, from or through our Site or the Services offered on or through our Site, including, without limitation, any information residing on any server or database connected to our Site or any Services offered on or through our Site; (ii) obtain or attempt to obtain unauthorised access to computer systems, materials, information or any Services made available on or through our Site through any means; (iii) use our Site or the Services made available on or through our Site in any manner with the intent to interrupt, damage, disable, overburden, or impair our Site or such Services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (iv) use our Site or our Site's

Services or features in violation of our or any third party's intellectual property or other proprietary or legal rights; or (v) use our Site or our Site's Services in violation of any applicable law. You further agree that you may not attempt (or encourage or support any one else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with our Site and the Content, or make unauthorised use thereof. You agree that you will not use our Site in any manner that could damage, disable, overburden, or impair our Site or interfere with any other party's use and enjoyment of our Site. You may not obtain or attempt to obtain any Content or materials or information through any means not intentionally made publicly available or provided for through our Site. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

### **Linking To Our Site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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. You must not establish a link from any website that is not owned by you. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice.

### **Links From Our Site**

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Indemnification. You agree to defend, indemnify and hold us, our affiliates, and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (I) your use of our Site or the Services, (II) your placement or transmission of any Content OR other materials through our Site, or (III) your breach or violation of the law or of these Terms of Use. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

### **Disclosure**

If required by law or by a court order, or otherwise under good faith advisement, we may disclose your information.

### **Miscellaneous**

All rights not expressly granted herein are reserved. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

These Terms of Use and the Privacy Policy shall be governed in all respects by the laws of the United Arab Emirates.

## **Your Concerns**

If you have any concerns about material which appears on our Site, please contact us at [info@mythingforbling.com](mailto:info@mythingforbling.com)

Thank you for visiting our Site.