

## **Terms and Conditions**

**Thank you for visiting our website. The Terms and Conditions set out below govern your use of this website. Please read the Terms and Conditions contained in this document carefully as the use of this website constitutes your acceptance of the Terms and Conditions set out herein.**

BEL Middle East FZ-LLC, a free zone limited liability company, whose head office is located at Business Central Towers A / Office 1207, PO BOX 501 744, Dubai Media City, Dubai, UAE (hereinafter "BEL"), publishes the [www.albakara.com](http://www.albakara.com) website (hereinafter "the Website"). The presentation and content of the Website are protected by the laws in force on intellectual property, for which BEL is the sole owner.

The Website is hosted by BEL.

The functional and creative design, as well as the technical design and development have been performed on behalf of BEL by Leo Burnett Dubai.

### **1. Use of the Website**

#### **- Quality of information:**

BEL takes the greatest care and implements all means to provide quality information on the Website.

However, BEL cannot fully guarantee the accuracy and exhaustiveness of this information contained on the Website. Therefore, BEL cannot be held liable for any direct or indirect losses of any kind due to any use or misuse of information, any incorrect or inaccurate information, whether caused by printing, typographical or other errors, and/or information that could be revealed to be incomplete.

#### **- Access to the Site:**

BEL agrees to do its best so that the Website is accessible at any time.

Nevertheless, BEL accepts no liability in the case of user difficulty in accessing its Website or interruptions in the connection, malfunctions, or technical failures of any kind, whatever the causes.

In particular, BEL reserves the right to carry out any modification to the Website that it deems necessary, and this without prior warning, and even if access to the Website is interrupted.

BEL cannot be held liable for any direct or indirect damages of any kind resulting from access to the Website and/or to the websites of its partners or, on the contrary, the impossibility of accessing the Website, including but not limited to loss of data, damage, destruction or viruses that could affect your computer equipment, and/or the presence of a virus on its Website.

You acknowledge that you have checked that the computer equipment used in accessing the Website does not contain any virus and is in perfect working condition.

**- Distribution of a letter/email:**

BEL cannot be held liable for any late, lost, undeliverable, damaged, stolen,, or wrongly distributed letter/email, whether or not from its dispatch.

**- Link to other websites:**

The Website grants access to the external websites of partners, through hypertext links or by the inclusion of partners' content on the Website.

Although the choice of links to external websites is subject to care and vigilance, BEL cannot be held liable for the provision of these external websites. BEL shall not bear any responsibility as to the content, advertising, products, services or any other material featured on these external websites or available on or downloaded from these external websites.

BEL cannot be held liable for the actions or any omissions of its partners.

**(2). Conditions for moderating the Website**

Comments or messages posted on the Site are moderated afterwards by BEL teams or by a third party on behalf of BEL.

A time period from several hours to two working days may therefore elapse before a message is deleted or amended.

Non-compliance with one of the following rules, in BEL's sole discretion, will result in the deletion of the comment or message concerned:

- comments that are defamatory, racist, pornographic, paedophilic, encouraging an offence, crime or suicide,
- comments that are disrespectful of culture, religion, nationality, ethnicity or any groups of persons",
- comments reproducing private correspondence without the agreement of the persons concerned,
- Comments that infringe other people's rights including (but not limited to) privacy rights and/or intellectual property rights comments of a commercial or promotional nature,
- aggressive or vulgar comments,
- comments praising anorexia (advertising, vomiting advice, encouragement to lose excess weight, etc.),
- comments on grave subjects, such as the health of persons,
- comments reaching the Godwin point, i.e. introducing controversial themes unrelated to the discussion in progress,
- comments aiming only to put online a link towards an external site (spam or trashback),
- comments forming a duplication with other publications of the Website,
- comments that would contravene any other legislative or regulatory provision in force.

BEL has the unfettered right to reject any comment which it considers (in its sole discretion) does not conform to these Terms and Conditions or is in any way inappropriate. BEL also reserves the option, as of right and without prior justification, to modify publications (category, spelling, photo) on the Website.

BEL will not discuss, or answer or comment on any request/or any comment relating to non-publication. BEL's decision is final and cannot be called into question.

You are responsible for the contents of your publication/comments on the Website, and any liability resulting therefrom.

Possibility to report a breach:

In the event of a shocking or dubious message, it is possible to report it by filling in the form at the following address: [www.bel-groupe.com/en/footer/customer-service](http://www.bel-groupe.com/en/footer/customer-service)

Optional nature of answers

Users are free to put publications online (so long as the publications conforms to these Terms and Conditions) and free to answer or not answer any questions raised by their publications.

**2 (3). Intellectual property:**

The information issued on the Website may only be used for personal purposes. Any use for commercial purposes or for any other purpose is strictly prohibited.

Furthermore, the Website contents, including but not limited to, graphics, user interface, all kinds of editorial content, scripts, and software, contain proprietary information and material that is owned by BEL and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. Use of such proprietary information or materials must be in compliance with these Terms and Conditions. No portion of the Website (and its contents) may be reproduced in any form or by any means, except as expressly permitted in these Terms. The user agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Website in any manner, and shall not exploit the Website in any unauthorized manner whatsoever.

Violation of the above terms would constitute an act of infringement and subject the infringer to possible civil and criminal penalties, including possible monetary damages, for copyright infringement.

The rights on commercials as well as on musical works included in these films are to the exclusive benefit of the owner of the recording of the work concerned.

Equally, all the trademarks cited on this Website are the exclusive property of BEL and/or its licensors. Any reproduction of these trademarks, in any form or by any means, without BEL's prior written consent is strictly prohibited.

In general, BEL cannot be held liable for any direct or indirect damages of any kind whatsoever, resulting from the unauthorized use of information or any other element, published on the Website. In the event that BEL incurs any liability to a third party for copyright infringement as a result of the user's unauthorized reproduction of the Website and its contents, said user will indemnify BEL (and its affiliated companies, their directors, officers, employees and agents) and hold them harmless against all claims, damages, liabilities, and expenses (including legal fees and expenses) resulting from the infringement.

You agree that BEL has the right to use any images, content, and information supplied by you to the Website, for promotional, advertising or other purposes worldwide, in any and all

media (including Facebook, Twitter, and any other social media platform now known or hereafter devised), without compensation or prior approval. BEL shall have a perpetual, non-exclusive, worldwide, royalty-free license to use and reproduce, any content generated by you and submitted to the Website, in connection with the promotion and marketing of its products and services (including promotion and marketing of its affiliated companies).

### **3 (4). Applicable law**

The Site is subject to laws of the United Arab Emirates. Any claims or disputes arising out of or related to these Terms and Conditions shall be finally decided in accordance with the rules of the Dubai International Arbitration Centre (DIAC) by one arbitrator appointed in accordance with the DIAC rules. Place of arbitration shall be Dubai, UAE. Language of arbitration shall be English.

BEL reserves the right to update these Terms and Conditions at any time and without notification.