

Live Shopping Chat Service Legal Disclaimer

Live Shopping Chat Service (the "**Service**") is an instant messaging/call/video service implemented by Majid Al Futtain Properties LLC and/or any of its subsidiaries, affiliates, joint-ventures, parent-companies, sister-companies, employees, officers, directors, contractors, agents, successors and assigns ("**MAF**") to support MAF's tenants (the "**Tenant(s)**") and customers ("**You**") of Majid Al Futtain. The Service is provided on an "as is" and "as available" basis. MAF disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service or accuracy of responses. MAF may modify, suspend or discontinue the Service with or without notice at any time and without any liability to anyone. Use of the Service does not trigger any sort of legal relationship. Content is intended for informational purposes only and does not constitute and shall not be relied on as professional or legal advice.

Providing Your Information

During your chat session, You may be asked to provide a MAF Representative or the Tenant with some basic information such as your name, email address, and phone number. Please do not share any additional personal information through the Service. As necessary, your information may also be shared with MAF's business partners with services that they perform for MAF. MAF may also use your information to contact You with marketing or promotional materials regarding our products, programs and services. Your information will only be disclosed in accordance with applicable laws and regulations. MAF may keep transcripts of the Service session for quality assurance and training purposes. MAF does not accept any liability for any injury, loss, fraud or damage incurred by use of or reliance on the information and advice provided by You to MAF or the Tenant(s) or provided by the Tenant(s) to You via the Service and You hereby release MAF from any such liability.

You agree, understand and confirm that your personal data, including without limitation details relating to debit card/credit card/net banking transmitted over the Internet, may be susceptible to misuse, hacking, theft and/ or fraud and that MAF has no control over such matters.

Debit/Credit Card, Bank Account Details, Refunds

You may pay your transaction fees to MAF/Tenant using a debit/credit card or an online banking account. You warrant, agree and confirm that when You initiate a payment transaction and/or issue an online payment instruction and provide your card/bank details, You: i) are fully and lawfully entitled to use such credit/debit card, bank account for such transactions; ii) are responsible for ensuring that the card/bank account details provided by You are accurate; iii) authorise the debit of the nominated card/bank account for the payment of fees selected by You along with the applicable fees; and (iv) will not enter your payment details and/or any information of your card/bank details in the Service session.

Refunds on returns must be refunded to the payment method used or to the Tenant in-store credit, depending on the Tenant's return policy. Refunds in cash or similar kinds are prohibited.

Tenant in-store credit can only be used in the store and not for a transaction through the Service.

Automatically Collected Statistics

When you visit our website, MAF automatically gathers information about your visit, including your browser version and IP address. This information identifies you as a unique visitor to our web services and does not provide MAF with any other personal information about you. This information allows MAF to report on the traffic on our web page to understand the impact of our work and improve your future online experience with MAF. This information is viewed and reported aggregately. MAF may temporarily store a cookie on your computer to allow MAF to send chat messages, web pages and files to You. Any such cookies will dissolve at the end of the Service session.

Chat Session Agreement

With any online service, there is some level of risk when communicating over the Internet. By reading and agreeing with this Legal Disclaimer and engaging in one of our Service sessions, you permit MAF to provide You with some assistance today and use the information You provide to MAF for future reporting purposes. Furthermore, you understand that while MAF will undertake efforts to protect your information, it is not responsible for any information You may enter during the Service session with the Tenant or that it is legally required to disclose.

Indemnification

You shall defend, indemnify and hold MAF harmless from and against, and shall promptly reimburse it for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Service whether directly with MAF or with the Tenants or any breach of the terms.

BY CLICKING ON "I AGREE" ON THE LIVE SHOPPING CHAT SERVICE PAGE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS HEREOF. YOU ACKNOWLEDGE THAT THE USE OF ANY COMMUNICATION THROUGH THE LIVE CHAT SHOPPING SERVICE IS BETWEEN YOURSELF AND THE TENANT(S), AND ANY INFORMATION IS PROVIDED AT YOUR OWN RISK AND DISCRETION.