

These terms and conditions (collectively, the “Agreement”) constitute a legal agreement between you and Shiners Parking Car Wash LLC, a Dubai-based limited liability corporation (the “Company”). In order to use the Service (defined below) and the associated Application (defined below) you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by the Company (collectively, the “Service”), or downloading, installing or using any associated application supplied by the Company (collectively, the “Application”), you hereby expressly acknowledge and agree to be bound by the Agreement, and any future amendments and additions to the Agreement as published from time to time at <https://www.shiners-uae.com/terms> or through the Service.

The Company reserves the right to modify the Agreement or its policies relating to the Service or Application at any time, effective from the time of posting of an updated version of this Agreement at <https://www.shiners-uae.com/terms> or through the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Application after any such changes shall constitute your consent to such changes.

Shiners is a car wash service that allows users to request a car service via the mobile app.

Key Content-related Terms

“Content” means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

“Company Content” means Content that Company makes available through the Service or Application, including any Content licensed from a third party, but excluding User Content.

“User” means a person who accesses or uses the Service or Application.

“User Content” means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Service or Application.

“Collective Content” means, collectively, Company Content and User Content.

Representations and Warranties

By using the Application or Service, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Application or Service. By using the Application or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this

Agreement. Your participation in using the Service and/or Application is for your personal use and the use of others that have explicitly authorized you. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Application or Service you agree to comply with all applicable laws from your home nation, the country, state or Emirate and city in which you are present while using the Application or Service.

You may only access the Service using authorized means. The Company reserves the right to terminate this Agreement if you use the Service or Application with an incompatible or unauthorized device.

By using the Application or the Service, you agree that:

You will only use the Service or Application for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes.

You will not use the Service or Application to cause nuisance, annoyance or inconvenience.

You will not impair the proper operation of the network.

You will not try to harm the Service or Application in any way whatsoever.

You will not copy, or distribute the Application or other content without written permission from the Company.

You will only use the Application and Service for your own use and will not resell it to a third party.

You will keep secure and confidential your account password or any identification we provide you which allows access to the Service.

You will provide us with whatever proof of identity we may reasonably request.

You will only use an access point, 3G or 4G data account (AP) which you are authorized to use.

License Grant, Restrictions and Copyright Policy

Licenses Granted by Company to Company Content and User Content

Subject to your compliance with the terms and conditions of this Agreement, Company grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Company Content solely for your personal and non-commercial purposes; and (ii) to view any

User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this Agreement.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service, Application or Collective Content, except as expressly permitted in this Agreement. No licenses or rights of any kind are granted to you by implication or otherwise by Company or its licensors, except for the licenses and rights expressly granted in this section.

License Granted by User

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Service or Application, you hereby grant to Company a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service or Application. Company does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Service or Application. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Service or Application or you have all rights, licenses, consents and releases that are necessary to grant to Company and to the rights in such User Content, as contemplated under this Agreement; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Company's use of the User Content (or any portion thereof) on, through or by means of the Service or Application will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Application License

Subject to your compliance with this Agreement, Company grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in

the Apple App Store Terms of Service. Company reserves all rights in and to the Application not expressly granted to you under this Agreement.

Accessing and Downloading the Application from iTunes

The following applies to any App Store Sourced Application:

You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and Company acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any other terms of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Application in any way; (ii) modify or make derivative works based upon the Service or the Application; (iii) create Internet “links” to the Service or “frame” or “mirror” any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Application.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application or Service or its related systems or networks.

Company will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that Company has no obligation to monitor your access to or use of the Service, Application or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Service and Application, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Company reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Company, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Service or Application.

Copyright Policy

Company respects copyright law and expects its users to do the same. It is Company’s policy to terminate in appropriate circumstances Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Payment Terms

Any fees that the Company may charge you for the Application or Service, are due immediately and are non-refundable other than in circumstances in which the Company considers that a refund is justified and you have notified the Company within 72 hours of the booked start time of the relevant trip. This no refund policy shall apply at all times regardless of your decision to

terminate your usage, our decision to terminate your usage, disruption caused to our Application or Service either planned, accidental or intentional, for any reason whatsoever. The Company reserves the right to determine final prevailing pricing. Please note the pricing information published on the website may not reflect the prevailing pricing.

The Company, at its sole discretion, makes promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or any contract with the Company. The Company may change the fees for the Service or Application, as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested in the Company's charges for the Service or Application.

We accept payments online using Visa and MasterCard credit/debit card in AED (or any other agreed currency).

Delivery Policy

<https://www.shiners-uae.com> or Shiners UAE Car Wash App will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.

Multiple services may result in multiple postings to the cardholder's monthly statement.

Child Seat Policy

If you have ordered any Shiners interior cleaning service for your car, it is your responsibility to remove and reattach the

child safety seat. Shiners staff will not remove or change the position of child seats, even if instructed by the customer. The Company is not and will not be held responsible for any untoward event arising out of improper handling of child seats before and after the service.

Refund & Cancellation Policy

Any refund will be done only through the original mode of payment.

Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Application and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

Third Party Interactions

During use of the Application and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Application or Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Company does not endorse any sites on the internet that are linked through the Service or Application, and in no event shall the Company or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Application and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Company disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Application or Service and other mechanisms to subsidize the Application or Service. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. The Company reserves the right to charge you a higher fee for the Service or Application should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Company's website located at <https://www.shiners-uae.com>. The Company may compile and release information regarding you and your use of the Application or Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

Conduct of Users

By entering into this Agreement or using the Application or the Service you agree that (1) you will comply with the laws of the United Arab Emirates. You will be solely responsible for any failure to comply with this provision.

Access to Service Site/Vehicles

By entering into this Agreement or using the Application or the Service you agree that you will guarantee the access to service site and/or vehicle – be it an individual parking of a villa, apartment parking, community parking, public parking, commercial parking lot, etc. – to Shiners staff in order to provide the requested service(s).

Indemnification

By entering into this Agreement and using the Application or Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referred to in this Agreement; (b) your violation of any rights of any third party, including any providers of transportation services, or (c) your use or misuse of the Application or Service.

Agreement Validity

This agreement of service is considered to in force from the date and time, you sign up with the company and remains valid until your customer account is active in the Company's database. You customer account can be removed due to breach of any contractual clauses in this agreement or as a result of an explicit written notice by either of the two parties.

Disclaimer of Warranties

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR APPLICATION. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE SERVICE OR APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR APPLICATION WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND APPLICATION IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATION AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Internet Delays

THE COMPANY'S SERVICE AND APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR APPLICATION, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR APPLICATION, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Assignment

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of <https://www.shiners-uae.com>, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

Governing Law

This Agreement is governed by the laws of Dubai and the laws of the United Arab Emirates as applied in Dubai.

Dispute Resolution

Any dispute, claim or controversy arising out of or in connection with this Agreement, including a dispute, claim or controversy arising in relation to its interpretation or relating to any non-contractual obligations arising out of or in connection with this agreement (a "Dispute") shall be settled amicably between the parties following the receipt by either party of written notice of the Dispute from the other party. In the event that a Dispute cannot be settled amicably within a period of 60 days from the date on which the relevant party notifies the other in writing that a

Dispute has arisen, the parties agree that such Dispute shall be referred to and finally settled by arbitration under the DIFC-LCIA Arbitration Rules (the "Rules"), which Rules are deemed to be incorporated by reference into this Agreement. The seat, or legal place, of arbitration shall be the DIFC.

The number of arbitrators shall be three. Each party will nominate one arbitrator for appointment by the LCIA Court. The third arbitrator, who shall act as chairman, shall jointly be nominated by the other arbitrators so nominated and appointed by the LCIA Court.

The language to be used in the arbitration shall be English.

The award made by the arbitrator shall be final and binding on the parties and may be enforced in any court of competent jurisdiction. To the extent permissible by law, the parties hereby waive any right to appeal against the decision of the arbitrator.

This "Dispute Resolution" section will survive any termination of this Agreement.

General

No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service or Application. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter of this Agreement.

Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of UAE.

United Arab of Emirates is our country of domicile.

Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website.

If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.

The cardholder must retain a copy of transaction records and Merchant policies and rules.

You are responsible for all damages to your property and Shiners is not liable for any loss or damage incurred.