

Terms of Use:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN US AND YOU WHICH GOVERNS THE USE OF THE SERVICES, YOUR USE OF THE MOBILE APPLICATION OR WEBSITE (THE “**PLATFORM**”) CONSITITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. WE ARE A SERVICE GATEWAY THAT ALLOWS USERS TO OBTAIN A LICENSE FROM BLOCK7 IN ORDER TO UTILIZE RT DESIGNS, PHOTGRAPHS, PAINTINGS, SCULPTURES AND MORE. WE OFFER A CHANNEL TO OBTAIN ART BY THIRD PARTY PROVIDERS EACH OF WHICH IS EXCLUSIVLY RESPONSIBLE FOR THEIR PROVISION OF ANY PRODUCT. WE ARE NOT RESPONSIBLE NOR LIABLE FOR ANY INJURIES, DAMAGES OR SERVICES PROVIDED BY THIRD PARTY PROVIDERS PROVIDED TO YOU. IF YOU DO NOT AGREE WITH THIS, YOU SHOULD DISCONTINUE THE USE OF THIS PLATFORM IMMEDIATELY.

These Terms and Conditions govern your access, browsing and usage of the Platform.

You acknowledge that the Platform may contain links to other websites which are not operated by us (the “**Third Party Sites**”). We have no control over these Third-Party Sites and hereby accept no responsibility for them, their content or for any loss or damage that may arise from your use of them. You further acknowledge and accept that your use of the Third-Party Sites will be subject to the provisions, terms and conditions contained within each such Third-Party Site.

The Services

This Platform affords the opportunity to use services (the “**Services**”) which will allow users to license and purchase high quality art under the Block7 license. All the art products (the “**Products**”) will be accessible though our discover pages. There are hundreds of thousands of photos and all will have the same quality and resolution. Artists, photographers, painters, sculptors, designer and other creators will market their artworks on the platform for purchase by you. It is your responsibility to select the product, and the location at which the product will be delivered. We are not responsible for any of the actions, injuries, damages or omissions howsoever arising after the product has been delivered. We do not make any guarantees with respect to services provided. You understand that we do not routinely screen users nor the Service Providers and are, therefore, in no way liable nor responsible for the performance of the Services by the Service Provider and it is wholly and completely at your own risk.

WE, OUR AFFILIATES OR LICENSORS ARE NOT RESPONSIBLE FOR ANY CONDUCT BY YOU OR THE SERVICE PROVIDER, YOU HEREBY RELEASE US, OUR AFFILIATES OR LICENSORS FROM ANY LIABILITY RELATED THERETO. WE, OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGES ARISING WITH YOU RESULTING FROM THE USE OF THE SERVICES.

As the payment for providing the Services is executed by a third party, you acknowledge that we are not responsible nor liable whatsoever for this payment gateway and shall not under any circumstances whatsoever file a claim against us for the Services or the payment gateway.

Eligibility of Use

These Terms form a legally binding contract, you represent and warrant that you are legally entitled to enter this Platform and have attained the minimum age of 18 years. If you are between the ages of 14 and 18, you need to obtain parental consent and supervision to use the Platform. The use of and access to this Platform is strictly prohibited in the event we have restricted or banned you from the Platform for any reason whatsoever.

By browsing through and/or using this Platform, you guarantee and undertake that you meet the eligibility criteria to use the Platform. In the event you are browsing through and/or using the Platform on behalf of a corporate entity, you represent, warrant and undertake that you are authorized to act on behalf of such entity.

To the extent you do not meet the eligibility criteria set herein, we may, at our sole discretion, restrict or block your access to and use of the Platform and seek any other remedies legally available to us. We further reserve the right to exercise whatever lawful means we deem necessary to prevent unauthorized access to or use of the Platform.

You must not misuse the Platform. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Platform; corrupt data; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Platform. Breaching this provision would constitute a criminal offence under the laws of the United Arab Emirates.

You will be held personally responsible for any misuse of the Platform, and we may pursue any legal course where you: (i) knowingly introduce viruses, trojans, worms, spyware, adware or other material, programme or code which adversely affects the operation of any computer software or hardware (or is designed to do so) or the Platform; (ii) gain or attempt to gain unauthorised access to the server on which the Platform is stored or any server, computer or database connected to the Platform; (iii) attack the Platform via a denial-of-service attack or a distributed denial-of service attack; and (iv) use the Platform for any reason that is contrary to law or public order.

Registration and Generated Content

You must register on the Platform in order to have access to and purchase the Products. In order to register, you must provide all required personal data. By using the Platform, you confirm you have expressly consented to such use of your personal information and will in no

way whatsoever bring any claim against us for the use your information (the “**Generated Content**”).

All Generated Content posted on the Platform will be linked to your username provided at the time of registration.

You agree that we may, at our own sole discretion, amend or delete any content. In particular you warrant, represent and undertake that the Generated Content shall not: (i) infringe the copyrights or database rights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any other person or entity; (ii) contain any material which is defamatory of any person; (iii) contain misleading or deceptive statements or omissions or misrepresentation as to your identity (for example, by impersonating another person) or your affiliation with any person or entity; (iv) breach any legal or fiduciary duty owed to a third party, such as a contractual duty or a duty of confidence; (v) advocate, promote, or assist discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (vi) violate any other applicable law, ordinance, rule, regulation or public order.

Should the Generated Content have any criminal implications under the valid laws of the United Arab Emirates, we reserve the right to submit same to the relevant authorities and to disclose your identity to any relevant and competent authorities.

User ID & Payment Information

You must use your true and accurate name when signing up on the Platform (the “User ID”). You are required to select a suitable and non-offensive User ID. Ideally, the user ID you choose will be a reasonably an expressive name that clearly identifies you. We reserve the right to remove or reclaim any User ID if we believe, in our sole discretion, the User ID is inappropriate, offensive or confusing or potentially violates the rights of a third party (such as when a trademark owner provides notice that a User ID is similar to the trademark and the User ID does not closely relate to the your actual name or trademark rights).

You will be required to provide your credit card or bank account information to us in order to make all payments for Services provided by the Service Provider. As a condition to us enabling payment processing services, you agree to provide accurate and complete information about yourself, and you authorize us to share such information for use of payment to Service Provider for their Services.

License Granted by Us

Subject to these Terms and your compliance with same, we hereby grant you an unlimited, non-exclusive and nontransferable license at the time of purchase of Products and you warrant and understand that any artistic content solely for your personal use and non-commercial purposes.

No right, title or interest in any content or materials is transferred to you as a result of use of the Platform or the purchase of the Products. We reserve title and full intellectual property rights in any content you download, reproduce, print, redistribute or store from this Platform.

Such license as may be granted in this Agreement may not be assigned, pledged, encumbered or otherwise transferred, voluntarily or involuntarily, by operation of law or otherwise, without Service Provider's prior written consent, which consent may be withheld by our platform's sole discretion.

Nothing in the Platform shall be construed as granting the right to license, sublicense or authorize others to use our IP rights or that of any artist other than the right for you to obtain the license that grants the right to use the Intellectual Property.

Cancellation and Refunds

Once you register on the Platform you can use our search engine to locate the product that you chose to purchase.

The purchase will be confirmed by an email acknowledging receipt of the purchase order which may include, the time and date of the delivery, the price, the Service Providers special terms and conditions (if any).

You are required to present a copy of the email acknowledgment receipt of the purchase, when delivered if required to do so.

If you wish to cancel your order you are required to contact us immediately at contact@block7.ae providing us with the original email acknowledgment receipt of the order, your name, the details of the product and desired change.

If you cancel within twenty-four hours of your order, then you will receive a 100% refund minus any applicable charges including processing fees incurred by our payment gateway. This refund policy may vary based on the policy of each Service Provider.

The company reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any payment and out of pocket expenses, or (ii) refund, credit or arrange for the payment of the product.

Price & Payment

All prices and payments for the Services and Products shall be in United Arab Emirates Dirhams. Should you choose to pay with any other currency, we have the right to charge the exchange rate given to us by our bank on the date of the payment. We hereby accept payment in advance for the Services by way of Visa, Mastercard, PayPal so long as the payment is made in an accepted currency over our payment gateway.

The prices for the Services and Products are displayed on the Platform and may vary from time to time upon exclusive decision of the Service Provider. As the payment for providing the Services is executed by a third party, you acknowledge that we are not responsible nor liable whatsoever for this payment gateway and shall not under any circumstances whatsoever file a claim against us for the Services or the payment gateway.

The Platform contains details of the Services being provided by the Service Providers and it is possible that some of the prices and other information shown by the Service Providers for certain Services are incorrect/not updated as same solely the responsibility of the Service Providers.

You acknowledge that the Platform enables you to pay and the Service Providers to accept the payment for the Services. You acknowledge that all the transactions are between you and the Service Providers and that we are simply facilitating the payment of applicable charges on behalf of the Service Providers. We are a mobile application and therefore not a bank, credit union, payment processor or any other financial institution. All payments are completed through third party payment gateways. You authorize Us to process your payment for the Services provided using the payment information you have supplied. Should you try to breach this policy you will face a lifetime ban as determined by us in our sole discretion.

We shall endeavor to ensure that the payments for the Services are available and functioning at all times but cannot guarantee continuous and uninterrupted access to such payment gateway as same is owned and operated by third parties. Access to the payment gateway may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to provide reasonable notice of any scheduled interruptions to such payment gateway and will use our best efforts to secure the restoration of the payment gateway as soon as practically possible.

Claims, Reviews & Feedback

If you are not satisfied with the Services provided, you shall directly raise your claim with the us.

If you have an issue with the payment gateway, you shall directly contact the payment gateway provider, but will keep us informed so that we may, at our sole discretion, assist in your claim.

You may also contact our customer care department at contact@block7.ae and we shall assist in any way we can.

In order to improve and make sure that the Service Providers maintain a high level of competency, you are permitted to leave your full review on the relevant page of the Platform. You agree that no comments submitted by you to the Platform will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that no Comments submitted by you to the Platform will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible

for the content of any comments you make, and we have the right to remove same and take all necessary measures to insure that we are protected under the relevant laws.

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted on the Platform or otherwise disclosed, submitted or offered in connection with your use of this Platform (collectively, the "Feedback") shall be and remain our property. Such disclosure, submission or offer of any Feedback shall constitute an assignment to us of all worldwide rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Thus, we will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We are and shall be under no obligation (1) to maintain any Feedback in confidence; (2) to pay to user any compensation for any Feedback; or (3) to respond to any user Feedback.

Maintenance:

We will do our best to have the Platform up and running for the whole year, with the exceptions (i) scheduled system maintenance (notice of same to be provided by us as soon as practical), (ii) emergency maintenance which might occur from time to time.

Communications:

You consent to receive communications, including commercial communications (whether by phone, email or text) from us and our third-party partners, including without limitation, brands. You acknowledge and agree that your primary phone numbers and email addresses and other information may be used for the purpose of initiating commercial messages. Your consent to receipt of such messages is not, and will not be, a condition to any purchase. If at any time you change your mind regarding your consent to such messages, you must contact us. You may opt out of receiving messages that are primarily commercial in nature.

Service Provider & Third-Party Content

The Platform will contain advertising submitted by third parties. The third parties are solely responsible for the content of such advertising and for ensuring that it complies with all relevant legislation and regulations of the United Arab Emirates. The Platform may also contain links to the third party's websites. Should you decide to click on such links and visit such websites you do so at your own risk. Under no circumstances are we in any way affiliated, associated or endorsing such websites.

Intellectual Property

You are not allowed to use any content from the Platform for any commercial purpose without the prior express written consent of and/or license granted for this purpose by us.

You are not entitled to change, modify and/or edit the digital or hard copies of any particular content of the Platform and/or add, modify and/or use certain photographs, texts, images and/or video and/or audio content to the original content of the Platform.

We expressly reserve all rights regarding the [www.block7.ae] domain name and all related domains and sub-domains, the name "[block7.ae]", the logo, service marks, trading names and/or trademarks. Other trademarks, products and company names mentioned on the Platform may be trademarks of their respective owners or licensors and the rights in such marks are reserved to their respective owners or licensors.

Term & Termination:

These Terms and other rights granted herein commence on the date of acceptance, whether direct or by continued use of the Platform, of same and shall continue until terminated by you or us. We may terminate your use of the Platform at any time without notice, at our own sole discretion, if you fail to comply with one or more provisions of these Terms. Upon termination (i) all licenses and other rights granted to you under these Terms will terminate immediately, and (ii) you must cease all use of the Platform. You acknowledge that we may restrict, modify, or terminate these Terms, without liability, for its convenience or if you violate this Agreement or any law, rule, or regulation.

Limitations of Liability:

In no event shall we be liable for any incidental, consequential, or indirect damages arising out of the use of or inability to use the Services, the Platform, or any information available on the Platform howsoever arising.

Notwithstanding anything to the contrary herein and to the extent permitted by law, our aggregate liability to you, whether in contract, tort (including negligence) or otherwise, will be limited to a maximum of (I) AED 1,000, or the amount you paid for the Services for the past three months prior to the claim, whichever is lower.

Miscellaneous

Nothing in these Terms shall be construed as creating an agency, partnership, joint venture, or employment between you and us. You agree and understand that you do not have any authority to bind us in any respect whatsoever under any circumstances.

Paragraph headings and titles are for ease of reference only and shall not affect the interpretation of these Terms.

No failure or delay on our part to exercise any right or remedy available to us under these Terms or the law shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided for in these Terms are cumulative and are not exclusive of any rights or remedies provided by law.

If any provision of these Terms is or may become, under any applicable law, or is found by any court or administrative body of competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable then such provision shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability and the remaining provisions of these Terms shall remain in full force and effect.

We may assign any or all our rights and duties under these Terms to any party at any time without notice to you.

Governing Law:

These Terms shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the United Arab Emirates. Any dispute which may arise out of or in connection with these Terms, in respect of any of terms and conditions or connected with the Platform or arising there from or related thereto in any manner whatsoever, shall be referred exclusively to the courts of Dubai.