

These terms and conditions govern the relationship between Oman Avenues Mall (the "Mall", including its parent and subsidiary companies and related companies and affiliates) and the user ("you", "your", "user", "member") with respect to the Oman Avenues Mall Mobile App (the "Mobile App"). Please read these terms carefully before using this Mobile App. Your access to the Mobile App or your use thereof will mean your consent to these terms and conditions.

. By viewing the Mobile App or accessing or downloading any material from it, you agree to abide by the terms and conditions set forth herein including the terms and conditions of the "Maxi loyalty program" and "Al Saada gift card service" in case you use it/them. If you do not agree to abide by these terms and conditions, please do not use the Mobile App or access or download materials from it.

LIMITED LICENSE

Subject to the terms and conditions set forth herein, OMAN AVENUES MALL grants you a revocable, non-exclusive, non-transferable, limited right to install, access, use and browse this Mobile App and the materials thereon. You agree not to interrupt or attempt to interrupt the operation of the Mobile App in any way. Moreover, You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by OMAN AVENUES MALL or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

INTELLECTUAL PROPERTY RIGHTS

The Mobile App and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, interactive presentations), are owned by OMAN AVENUES MALL, its licensors and/or other providers of such material and are protected by the Sultanate of Oman and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You shall not use any of OMAN AVENUES MALL' s trademarks, names, logos, products and service names, designs and slogans without the prior express consent of OMAN AVENUES MALL.

USER REGISTRATION

You are required to register with the Mobile App in case you want to use the Mobile App. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, objectionable, or for any other reason we deem appropriate.

USER REPRESENTATIONS

By using the Mobile App, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these T & C; (4) you are not under the age of 13; (5) not a minor in the jurisdiction in which you reside; (6) you will not access the Mobile App through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Mobile App for any illegal or unauthorized purpose; and (8) your use of the Mobile App will not violate any applicable laws or regulations. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Mobile App (or any portion thereof) and reserve our rights as may be provided under the applicable law.

DISCLAIMER

Whilst every reasonable effort is made to ensure the accuracy of the content, OMAN AVENUES MALL does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the Mobile App. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. OMAN AVENUES MALL has the right, in its sole discretion, to correct any errors or omissions in any portion of the Mobile App. OMAN AVENUES MALL may make any other changes to the Mobile App, the materials and the products, programs, services or prices (if any) described in the Mobile App at any time without prior notice.

This Mobile App, the information and materials on the Mobile App, and the software made available on the Mobile App, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose, or non-infringement of any content published on or available throughout the Mobile App; (2) that the server that makes this Mobile App available is free of viruses or other components that may infect, harm or cause damage to your computer equipment or any other property when you access, browse, download from or otherwise use this Mobile App.

Under no circumstances, including but not limited to Oman Avenues Mall's negligence, shall OMAN AVENUES MALL be liable for any consequential, direct, incidental, indirect, punitive or special damages

related to the use of, the inability to use, or errors or omissions in the contents and functions of this Mobile App.

TERM AND TERMINATION

These T & C shall remain in full force and effect while you use the Mobile App. WITHOUT LIMITING ANY OTHER PROVISION OF THESE T & C, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE **SITE** (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE T & C OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE MOBILE APP. OR DELETE YOUR ACCOUNT AND, ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT PRIOR NOTICE, IN OUR SOLE DISCRETION.

DISPUTE RESOLUTION

These terms and conditions are governed by the applicable laws of Oman. You have a right to file a claim or complaint against our use of the information you provided to us in case you have sufficient reasons to believe that we used your personal information outside of the above policy, as per the following dispute resolution procedure:

1. write to us at info@omanavenuesmall.com with all the relevant information and evidences, with "Dispute Resolution" in the subject header;
2. On our perusal of the provided evidence, etc., we will provide you with our responses to those, within forty five (45) days of our acknowledgement of your email;
3. If you are not satisfied with our responses, you can, within seven (7) days of our email, write to us for a meeting to discuss the matter further.
4. We will accordingly invite you for a meeting with the senior representatives of Oman Avenues Mall (or any of our parent or associated companies, advisors, etc.) within fifteen (15) days of receiving your email, subject to the availability of the relevant senior representatives.
5. In case either you or us are not satisfied with the final outcome of the meeting, the matter could be referred to arbitration by a sole arbitrator to be appointed by the relevant courts of Muscat, arbitrating under the Oman Arbitration Law, seated at Muscat and arbitrating in the English language.
6. The arbitrator's decision is final and binding on all parties.