

Terms and Conditions

Last updated: August 06th 2017

The GATE¹ kindly asks you to read these Terms and Conditions (hereinafter referred to as "*Terms*" or "*Terms and Conditions*") carefully before using the GATE website (hereinafter referred to as the "*Site*") operated by The Gate. The Site is owned by the The GATE Middle East FZC – Dubai branch.

Your access to and use of the Site is conditioned upon your acceptance of and compliance with these Terms. The GATE hereby informs you that the Terms apply to all visitors, users and others who access or use the Site.

By accessing or using the Site you agree to be bound by these Terms. If you disagree with any part of the Terms, you have the right and the possibility not to access the Site.

You must be at least 18 years of age to use the Site. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age. 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.

1. Accounts Information and Safety

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Site. As soon as you become aware that your information is not accurate you must immediately complete and amend it.

You are responsible for safeguarding and safekeeping the password that you create and use to access the Site and for any activities or actions under your password, whether your password is with our Site or a third-party service. Further, you are responsible for maintaining the confidentiality of all the information you hold for your account.

By agreeing to these Terms, you agree not to disclose your password or account information to any other third party. You must notify us immediately as soon as you become aware of any breach of security of your password or account details or any unauthorized use of your account.

You may be found liable for not notifying us in the regard and for the potential losses incurred by the GATE or any other user or visitor due to someone else using your confidential information.

¹ THE GATE MIDDLE EAST FZC - DUBAI BRANCH

2. Links to Other Web Sites

Our Site may contain links to third-party web sites or services that are not owned or controlled by the Gate.

The Gate has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

You further acknowledge and agree that The Gate shall not be responsible or liable, directly, indirectly, incidentally or consequently for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website².

The online transactions shall be performed through an authorised payment gateway. The Gate strongly advises you to carefully read the terms and conditions and privacy policies of any third-party web sites or services that you visit for which the GATE has no liability whatsoever.

3. Termination

We may terminate or suspend access to our Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination.

Upon termination, your right to use the Site will immediately cease. If you wish to terminate your account, you may simply discontinue using the Site.

4. Governing Law and Dispute Resolution

These Terms shall be governed and construed in accordance with the laws of the United Arab Emirates.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Site, and supersede and replace any prior agreements we might have between us regarding the Site.

If we are unable to resolve amicably, by way of negotiation, any dispute within a reasonable time - which shall not exceed 45 days – only then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties

shall be free to pursue any right or remedy available to them under applicable law, subject to the limitations of liability included in these Terms.

5. Changes of the Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Site after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you have the possibility to stop using the Site.

6. License to use website

Unless otherwise stated, the Gate and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website;
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation and nowhere else.

The material on this website is copyright of The Gate.

7. Pricing and Currency

All the prices that are mentioned on this website are charged in AED, plus taxes.

Refunds will be done only through the Original Mode of Payment.

8. Delivery / Shipment Policy

THE GATE 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 shipments or delivery may result in multiple postings to the cardholder's monthly statement.

9. Refund & Cancellation Policy

Refunds will be done only through the Original Mode of Payment

10. Disclaimers

The GATE makes every effort to keep the website up and running smoothly. However, the GATE takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

The GATE does not guarantee or promise that the site or any other related content will be error free or completely uninterrupted or that the use of the site will provide any specific results. The GATE takes no responsibility for such errors.

11. Liability

Except where prohibited by UAE Law, in no event will the GATE be liable for any damages, even if the GATE has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms, the GATE is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or its content, the GATE's liability shall in no event exceed the following:

(1) the total of any subscription, bookings or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against the GATE;

or

(2) US\$100.00

By agreeing to these Terms you also agree to hold the Gate, its directors and shareholders, predecessors, successors in interest, subsidiaries and affiliates harmless from any demands, loss, liability, claims or expenses (including attorney's fees) made against the GATE by any third party due to or arising out of or in connection with your use of the Site.

Contact Us

If you have any questions about these Terms, please contact us using the information below:

- Email contact@tgme.ae

- Ph. No. +971 (0)4 524 7888
- Fax No. +971 (0)4 388 288 4
- P.O. Box 74053
- Address: Boulevard Plaza, Tower 2, level 22, Dubai, United Arab Emirates