

Nomad's General Terms and Conditions

These Terms and Conditions regulate the relationship between you and Nomad Technologies DMCC, and cover your use and access to the Platform. By accessing and using the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions, as amended from time to time. If you do not agree with these Terms and Conditions, you must stop using or accessing the Platform immediately. If you are using the Platform on behalf of a third party including, but not limited to a business entity, you warrant that you are authorized and have the authority to bind that third party to these Terms and Conditions.

1. Definitions

The following terms are used throughout these Terms and Conditions and have specific meanings.

- a. **"Account"** means the account that Users are required to create through the Platform to use the Services;
- b. **"Agent"** means any person that offers Agent Services to Users in relation to a Property. An Agent can be a Buyer Agent, Seller Agent or both;
- c. **"Agency Agreement"** or **"Form B"** means the agreement that is entered into between a Buyer and a Buyer Agent (on behalf of the Broker) for the performance of the Agent Services, in the form provided by the relevant authorities from time to time;
- d. **"Agent Fees"** means the total commission amount set out in the Confirmation Order (including any applicable VAT and expenses) in consideration for the provision of the Agent Services and the services rendered by the Seller Agent;
- e. **"Agent Profile"** means any Agent related profile made available through the Platform. An Agent Profile may include the name, photos, videos, personal summary, years of experience, employment history of the relevant Agent, any content publicly available on the internet or social media accounts of Agent and any other information that Nomad may decide to post from time to time;
- f. **"Agent Services"** means any services provided by Buyer Agents in relation to the purchase and/or rent of a Property as set out in clause 5.1 below;
- g. **"Agreement"** and **"Terms and Conditions"** collectively mean all of the terms, conditions and notices contained or referenced in this document (as amended from time to time) and all other Nomad rules, policies available on the Platform (including, but not limited to, the Privacy Policy, guidelines and procedures that may be published from time to time on the Platform);
- h. **"Broker"** means N M D Real Estate Brokerage LLC, a company duly licensed in the UAE to provide the Agent Services through its Agents;
- i. **"Buyer"** means a person or company that contacts, engages and/or aims to buy a Property through the Platform;
- j. **"Buyer Agent"** means any real estate agent who is employed by and/or works for the Broker;
- k. **"Closing"** means the step at which the ownership of a Property is transferred from a Seller to a Buyer or, where applicable, a Tenancy Agreement has been entered into between a Tenant and a Landlord;

- l. **“Confirmation Order”** means any and all written or electronically transmitted confirmation orders sent by Nomad to Users in relation to the rent or purchase of a Property. A Confirmation Order may contain, including without limitation, the details of a Property, details of the Agents, Purchase Price, Rent Fee, Agent Fees and any special condition;
- m. **“Content”** means any content submitted, generated, featured, displayed through the Platform, including but not limited to, any Property Profile, Agent Profile, any text, correspondence, graphics, software, applications, video recordings, audio recordings, sounds, company logos, photos, designs, features, and other materials that are available on the Platform. Content includes, without limitation, User Content which may be submitted by a User for the purpose of using Nomad’s Services;
- n. **“DLD”** means the Dubai Land Department;
- o. **“Landlord”** means a person or company that contacts, engages and/or aims to rent a Property to a Tenant;
- p. **“List Price”** means the listing sale price of a Property available on the Property Profile which is negotiable between a Seller/Landlord and a Buyer/Tenant;
- q. **“Nomad”, “we” and “us”** collectively mean Nomad Technologies DMCC;
- r. **“Nomad’s Content”** means any content (including but not limited to, the name, trademark, and logo of Nomad; all information about Nomad and its employees; any text, correspondence, photographs, graphics, applications; any video recordings, audio recordings, sounds, designs, features, and other materials) generated by and/or belonging to Nomad;
- s. **“Offer Terms and Conditions”** means terms and conditions, separate and in addition to these Terms and Conditions, that Nomad may implement from time to time regulating the operation of and a User’s participation in an offer or promotion.
- t. **“Official Fees”** means the fees payable to government authorities and/or third parties in connection with the purchase and/or rent of a Property (including without limitation RERA fees, DLD fees, any other government fees and out of pocket expenses).
- u. **“Partner Broker”** means any real estate brokerage that has been enrolled on the Platform to facilitate the sale and rent of the Properties by listing them on the Platform;
- v. **“Platform”** means any online tool provided, processed and/or maintained by Nomad (including, but not limited to, through Nomad’s website, all subpages and subdomains, all Content, Services, and products available at or through the Platform located at <http://nomadhomes.co/>, <http://nomadhomes.ae/> or any related domain or any mobile application offering access to, or facilitating the provision of, the Services);
- w. **“Privacy Policy”** means Nomad’s privacy practices in relation to the use of the Platform which is available at <https://public.nomadhomes.co/nomad-privacy-policy>.
- x. **“Property”** means any real estate property that is listed on the Platform for sale and/or rent through the Platform;
- y. **“Property Profile”** means any Property related profile made available on (or through) the Platform. A Property Profile may include any content and materials in connection with a Property, including without limitation all content, photos, images, videos, 3D virtual tours, audios, and visuals, the List Price, location, area size,

- number of rooms, amenities, Trakheesi permit number and any other information that Nomad may decide to post from time to time;
- z. **“Purchase Price”** means the final sale price that will be payable by a Buyer to a Seller in relation to the purchase of a Property as set out in a Sale and Purchase Agreement;
 - aa. **“Rent Fee”** means the annual rent amount payable by a Tenant to a Landlord in relation to a Property as set out in a Tenancy Agreement;
 - bb. **“Rental Brokerage Agreement”** means an agreement entered into between a Tenant and a Buyer Agent (on behalf of the Broker) for the performance of the Agent Services pertaining to renting Properties in the form provided by the relevant authorities from time to time.
 - cc. **“Renewal Fee”** means an annual fee set out in the Confirmation Order payable by a Tenant in connection with the Tenant’s Tenancy Agreement each time the Tenancy Agreement is renewed;
 - dd. **“RERA”** means the Real Estate Regulatory Agency in Dubai;
 - ee. **“Sale and Purchase Agreement”** or **“Form F”** means the agreement that is entered into between a Seller and a Buyer to regulate the terms and conditions of the sale of a Property, in the form provided by the relevant authorities from time to time;
 - ff. **“Sanctioned Country”** means any country or territory subject to comprehensive U.S. sanctions broadly prohibiting dealings with that country or territory (currently, Crimea, Cuba, Iran, North Korea, and Syria).
 - gg. **“Sanctions List”** means any list of sanctioned parties maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control, including the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List.
 - hh. **“Seller”** means a person or company that contacts, engages and/or aims to sell a Property to a Buyer;
 - ii. **“Seller Agent”** means any real estate agent who is employed by and/or works for the Partner Broker;
 - jj. **“Service”** means the online and/or offline services, provided by Nomad for the provision and use of the technology that Nomad has developed to facilitate the access of Buyers and Tenants to Agents and Agent Services, including without limitation, providing access to Nomad’s online community and communication tools;
 - kk. **“Tenant”** means a person or company that contacts, engages and/or aims to rent a Property from a Landlord;
 - ll. **“Tenancy Agreement”** means the agreement that is entered into between a Tenant and a Landlord for the rent of a Property;
 - mm. **“Third Party Content”** means any content that belongs to or originates from parties other than Nomad, the Broker, Agent, Seller, Buyer, Tenant or Landlord;
 - nn. **“User”, “you”** and **“your”** collectively mean the person, company, or organization that has visited or is using the Platform and/or the Service. A User may be, without limitation, a Buyer, a Tenant, both or neither;
 - oo. **“User Content”** means any content, written or otherwise, created, submitted, generated, featured, displayed through the Platform (including but not limited to, any User review, text, and correspondence) by the Users while using the Platform.

2. About Nomad

2.1 Nomad is an online/internet Platform that facilitates collaboration between Users, Agents, Partner Brokers, and the Broker. The Platform provides access to Buyer Agents for the purpose of buying and/or renting Properties as well as provides secure communication tools.

2.2 Nomad provides Users with its Services free of charge. Nomad may however charge a fee to the Partner Broker following the Closing date in relation to each Property. Neither the Buyer Agents nor the Seller Agents are the employees of Nomad. The Buyer Agents are the employees of the Broker while the Seller Agents are the employees of the Partner Broker.

2.3 While Nomad tries its best to verify Property Profiles, and uses commercially reasonable efforts to confirm any information provided by Seller Agents and Partner Brokers before listing any Property on the Platform, Nomad does not make any warranty, guarantee, or representation as to the accuracy or correctness of any such information and/or Property Profile. Users should conduct their own due diligence in relation to Property Profiles made available to them through the Platform or Buyer Agent prior to the Closing date.

2.4 You acknowledge and agree that Nomad shall not be a party to any Sale and Purchase Agreement or Tenancy Agreement entered into in connection with the Services, and Nomad shall not be responsible for performing the obligations under any such Sale and Purchase Agreement or Tenancy Agreement. Each User has complete discretion with regard to the terms of any Sale and Purchase Agreement and/or Tenancy Agreement.

3. Changes to the Terms and Conditions

3.1 You agree that Nomad may amend this Agreement from time to time, and in Nomad's sole discretion. Although we will use our best endeavours to notify you of any amendment to this Agreement, we will not be required to provide you with prior notification of such amendments or changes to this Agreement.

3.2 Upon any amendment or change to this Agreement, we will publish the amended Agreement on the dedicated link available on our Platform. Your continued use of the Platform and/or the Service after the publication date of a revised version of this Agreement constitutes your acceptance of its terms.

3.3 You agree and undertake to review our Terms and Conditions each time you visit our Platform and/or prior to your use of any Services. If you do not agree to our Terms and Conditions, as updated from time to time, you undertake to cease using our Platform and/or Services immediately.

4. Eligibility and Account Registration

4.1 Users are required to create a personalized Account by using their name and email address. Users can also create an Account using their existing Facebook or Google accounts. Each Account should have a unique username and a password.

4.2 Each User is responsible for maintaining the security of its Account and for all activities that occur under the Account and any other actions taken in connection with the Account.

You undertake to provide accurate and complete information and keep your Account information and your Account updated. You may not share your password with unaffiliated third parties. You agree to notify Nomad immediately of any unauthorized use of Account, or any other breaches of security. You are fully responsible for all uses of your password, Account and username, or registration, whether by you or others. We are authorized to act on instructions received through use of your Account or registration, and are not liable for any loss or damage arising from your failure to comply with this clause.

4.3 By providing your information, you consent to us contacting you about your interest in our Services by email, phone, or through any other contact information you have chosen to provide.

4.4 We reserve the right to suspend or terminate your Account at any time, including if any User Content or information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Services that violates this Agreement.

5. Agent Services

5.1 Agent Services may include, without limitation, (i) assisting Buyers and Tenants in identifying Properties in their desired area and price range; (ii) scheduling viewings with Sellers and Landlords and supervising such viewings; (iii) reporting on the outcome of such viewing and providing feedback; (iv) assisting with negotiations; (v) coordinating the real estate transaction process with the authorities (such as RERA and DLD) and visiting such authorities if and when needed; and (vi) assisting Users with the preparation and submission of any document that may be required to finalize the real estate transaction; (vi) collecting the Agent Fees by way of a cheque issued to the order of "Nomad Technologies DMCC" (unless such Agent Fees have been received by Nomad by way of a bank transfer).

5.2 You understand, agree and acknowledge that any transaction and/or agreement entered into with an Agent as a result of your use of the Services whether oral or written, is between you and the Agent only, and Nomad is not a party thereto. Notwithstanding these Terms and Conditions, you will, in order to avail of the Agent Services, be required to enter into an Agency Agreement (and/or a Rental Brokerage Agreement if requested by the Buyer Agent). You acknowledge and agree that Nomad shall not be a party to any Agency Agreement, and shall not be responsible for performing the obligations under any such Agency Agreement.

6. User Conduct and Restrictions

6.1 Each Buyer undertakes to provide Agents with any and all information and documentation that may be necessary for the performance of the Agent Services, including, without limitation, the signed original version of the Agency Agreement, copies of their Emirates ID and passport, and, if applicable, power of attorney.

6.2 All Users undertake to treat each other respectfully and use their best endeavours to ensure that each real estate transaction is conducted in a professional manner.

6.3 Users agree that they will not, under any circumstances, transmit any Content that (i) is unlawful or promotes unlawful activity; (ii) defames, harasses, abuses, threatens, or incites violence towards any individual or group; (iii) is political, anti-national, anti-governmental, pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (iv) is spam, constitutes unauthorized or unsolicited advertising, any other form of unauthorized solicitation; (v) contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of the Platform or any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of Nomad and/or any third party; (vi) infringes on any proprietary right of Nomad and/or any third party, including patent, trademark, trade secret, copyright, right of publicity, or other rights; (vii) impersonates any person or entity, including any of our employees or representatives or any Agent; or (viii) violates the privacy of Nomad and/or any third party.

6.4 By accessing and/or using the Platform and/or the Services, Users represent and warrant that: (i) they have the authority to validly enter into and/or be bound by this Agreement; (ii) their use of the Services will be solely for lawful purposes that are permitted by this Agreement; (iii) they are not located, organized, or resident in a Sanctioned Country; (iv) they are not identified on any Sanctions List; (v) they are not owned or controlled by, or acting on behalf of, any party located, organized, or resident in a Sanctioned Country or identified on a Sanctions List; and (vi) their use of the Services will comply with all applicable laws, rules, and regulations, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and other anti-corruption and anti-bribery laws, and with all of Nomad's policies; as amended from time to time.

6.5 We have the right to, in our sole discretion, determine whether or not any User conduct is appropriate and complies with these Terms and Conditions. You agree that we have the right to terminate or deny access to (and use of) any Account and/or Service for any reason, with or without prior notice. You further acknowledge that the Service may not be available in all jurisdictions.

7. Content

7.1 We are not responsible for any display or misuse of your User Content. You are solely responsible for the content of, and any harm resulting from, any User Content that you submit, post, upload, link to or otherwise make available on the Platform while using the Service. You acknowledge that any liability, loss or damage that occurs as a result of any such User Content is solely your responsibility. You further undertake and agree to indemnify and hold us harmless from any liability, loss or damage that may occur as a result of any such User Content.

7.2 From time to time, Users may submit reviews of Agents that they worked with and their experience with Nomad; these reviews do not constitute a guarantee, warranty, or prediction regarding the outcome of any future Agent Service and/or Service. Nomad shall be under no obligation to display such reviews and may remove such reviews at any time at its sole discretion. Nomad will have no responsibility or liability of any kind for any review

you encounter on or through the Platform, and any use of or reliance on such reviews is solely at your own risk.

7.3 All Content posted on the Platform, such as Agent Profiles, Property Profiles, blog posts or reviews, is provided for informational purposes only, with no assurance that such Content is true, correct, or accurate.

7.4 Users represent and warrant that they have the right to post all User Content they submit. Specifically, Users warrant that they have fully complied with any third-party licenses relating to User Content (if applicable), and have taken all steps necessary to pass through to end users any required terms.

7.5 Users agree and acknowledge that Nomad has the right to, in its sole discretion, view and monitor any User Content, and to determine whether or not any User Content is appropriate and complies with these Terms and Conditions, or refuse or remove any User Content that, in Nomad's reasonable opinion, violates any Nomad policy or is in any way harmful, inappropriate, or objectionable. You further agree that Nomad has the right to make formatting, edits and other changes to the User Content or the manner any User Content is displayed on the Platform.

7.6 Except for Content that originates from Nomad or any Buyer Agent or the Broker, Nomad does not claim ownership of any Content that you post, upload or link to the Platform. As such, to the extent that Nomad or any Buyer Agent or the Broker produces or contributes to the creation or production of any Content (including any Property Profile), such Content shall be the sole and exclusive property of Nomad. Nomad shall have all rights, title and interest, including ownership of all intellectual property rights, in and to such Content.

7.7 By accepting these Terms and Conditions and/or using our Platform, all Users authorize Nomad to post, publish, distribute, modify and use any Property Profile that have been created, generated or obtained by Nomad and/or an Agent (or another employee of the Broker or Partner Broker or a third party as designated by Nomad) on Nomad's Platform, blog, marketing materials or social media channels for the purpose of marketing of its Services and/or the performance of its Services, including for the purposes of any promotion or offer that may be implemented by Nomad from time to time. If you do not wish us to use your Property Profile, please inform us by sending an email to contact@nomadhomes.co.

7.8 You retain all ownership of, control of, and responsibility for the User Content you post. By posting any Content including without limitation photos, videos, recordings, and reviews via the Platform, you however expressly grant Nomad and our successors a worldwide, sub-licensable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, adapt, and distribute such Content in connection with Nomad's business and marketing purposes, including for the purposes of any promotion or offer that may be implemented by Nomad from time to time. If you do not wish us to use your name, photo, video or audio or any other personal information, please inform us by sending an email to contact@nomadhomes.co.

8. Payment of the Fees

8.1 Users undertake to pay the Agent Fees set out in a relevant Confirmation Order exclusively to Nomad on or prior to the Closing date. The Agent Fees may be paid to Nomad by way of a cheque or bank transfer to Nomad's bank account, as communicated by Nomad.

8.2 Users that wish to pay the Agent Fees by cheque must issue the cheque to the order of "Nomad Technologies DMCC" and deliver such cheque to Nomad, their Buyer Agent or the Broker on or prior to the Closing Date.

8.3 Any payment of the Agent Fees that is not made in accordance with clauses 8.1 and 8.2 or that is delivered to any party other than Nomad, the Buyer Agent or the Broker shall not release the User from the obligation and liability to pay the Agent Fees to Nomad.

8.4 Tenants also undertake to pay to Nomad a Renewal Fee each time their Tenancy Agreement is renewed.

8.5 If for any reason a User and the Broker or Partner Broker agree to modify or increase the Agent Fees following the issuance of a Confirmation Order by Nomad to the User, Nomad reserves the right to send a revised Confirmation Order to reflect such modification or increase in the Agent Fees to the User. Users undertake to pay such modified or increased Agent Fees to Nomad in accordance with clauses 8.1 and 8.2 above.

8.6 Nomad does not charge Users for the Services, and the Agent Fees paid by a User shall be owed and payable in full to the relevant Partner Broker. Users therefore understand, agree and acknowledge that the Agent Fees are non-refundable and that Nomad shall not be responsible for any refund of any Agent Fees paid by a User. The Agent Fees include all amounts due by a User in connection with the Agent Services provided by the Buyer Agent and the Broker. Users hereby irrevocably release Nomad from any liability as to any dispute arising between a User, a Partner Broker and the Broker.

8.7 You understand, agree and acknowledge that, in addition to the payment of the Agent Fees, you shall bear and pay all Official Fees associated with any real estate transaction, any applicable taxes (VAT), processing and/or banking transaction fees (whether associated with any real estate transaction or payments made to Nomad). Users understand and agree that Nomad and/or the Broker shall have the right to suspend the Services and/or Agent Services at any time and without prior notice for reasons of incomplete payments by a User.

8.8 After a User successfully makes a payment to Nomad (and the funds are cleared or received by Nomad), the User shall receive a payment confirmation from Nomad as well as the relevant Partner Broker's invoice through the Platform corresponding to the Agent Fees (or part thereof) that has been paid by the User.

9. Promotions and Offers

9.1 You agree that Nomad may, from time to time, institute promotions or offers, which may or may not be directly related to the Service, and which may be subject to Offer Terms and Conditions.

9.2 The Offer Terms and Conditions will be published by us on the dedicated link available on our Platform and may also be sent to you by email in accordance with clause 12.2, and you agree that your continued participation in the promotion or offer or your continued use of the Platform and/or Service after the publication date of the Offer Terms and Conditions constitutes your acceptance of its terms.

9.3 Any promotion or offer will always be subject to the provisions of these Terms and Conditions in addition to any Offer Terms and Conditions. In the event of any discrepancy or inconsistency between the Offer Terms and Conditions and the provisions of these Terms and Conditions, the provisions of these Terms and Conditions will take precedence.

9.4 A promotion or offer may include the participation of a third party. In such case, you agree to review any terms and conditions imposed by the third party. Further, you agree that Nomad will in no event be liable or responsible for any act or omission of the third party, nor will Nomad be liable or responsible in any way for any losses, damages, expenses or other claims arising from any interaction with the third party or any third party platform or service. Any use or interaction with a third party or third party platform or service is entirely at the User's own risk.

9.5 By participating in a promotion or offer, you expressly authorize Nomad to post, publish, distribute, modify and use your name, photo, video and/or audio on Nomad's Platform, blog, marketing materials and/or social media channels for the purposes of promoting and announcing such promotion or offer. If you do not wish us to use your name, photo, video or audio, please inform us by sending an email to contact@nomadhomes.co.

10. Third-Party Content

10.1 As part of the Service, Nomad may provide you with convenient links to third party platform(s) as well as other forms of Third-Party Content. These links are provided as a courtesy to you and we have no control over third party platforms or content or the promotions, materials, information, goods or services available on them. We are not responsible for any Third-Party Content accessed through our Platform. If you decide to leave the Platform and access Third Party Content, you do so at your own risk and you should be aware that our Terms and Conditions and other policies no longer govern.

10.2 For avoidance of doubt, this Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third-Party Content.

11. Intellectual Property

10.1 Nomad retains ownership of all intellectual property rights of any kind related to Nomad Content, the Platform and the Service, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the Platform and the Service may be the trademarks of other third parties. This Agreement does not transfer from us to you any Nomad or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to you under this Agreement.

11.2 Specifically, Nomad, Nomad Homes, www.nomadhomes.co, www.nomadhomes.ae, www.thenomadhomes.com, and all trademarks that appear, are displayed, or are used on the Platform from time to time or as part of the Service are registered trademarks of Nomad; and may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from Nomad.

11.3 If you believe that any material located on or linked to the Platform violates your copyright or other intellectual property rights, please notify us at contact@nomadhomes.co. We will terminate a User's access to (and use of) the Platform if, under appropriate circumstances, a User is determined to be a repeat infringer of the copyrights or other intellectual property rights of Nomad or others without necessary rights and permissions.

12. Email Communications

12.1 We use email and electronic means to stay in touch with our Users. You agree and understand that we may send you emails about future Agent Services, Services and/or updates on our Services.

12.2 For contractual purposes, Users (i) consent to receive communications from Nomad in an electronic form via the email address they have submitted or via the Platform; and (ii) agree that all Terms and Conditions, agreements, notices, disclosures, and other communications that Nomad provides to them electronically satisfy any legal requirement that such communications would satisfy if it were in a physical writing or traditional mailing; and (iii) without prejudice to clauses no.12.2(i) and no.12.2(ii), the Users undertake to comply with clause no. 16.5 for any notification purposes.

13. Termination

13.1 If you wish to terminate this Agreement, you may simply discontinue using Nomad. If you wish to delete your Account data, please contact Nomad at contact@nomadhomes.co. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, and we will delete your full profile to the extent possible (if applicable).

13.2 All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. Disclaimer of Warranties

14.1 We make no representation or warranty that the Service and/or Agent Service will meet your requirements; that the Service and/or Agent Service will be available at any particular time or location, that the Service and/or Agent Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of information, Content or other material obtained from the Service and/or Agent Service.

14.2 You are solely responsible for all of your communications and interactions with Agents with whom you communicate or interact as a result of your use of the Services. You understand that Nomad is not required to screen or inquire into the background of any Agent, nor does Nomad make any attempt to verify the statements of Agents. Nomad makes no representations or warranties as to the conduct of Agents. Nomad has no control over and does not guarantee the truth or accuracy of any Property Profile. You agree to take reasonable precautions in all communications and interactions Agents and with other persons with whom you communicate or interact as a result of your use of the Services.

15. Release and Indemnification

15.1 Users agree to indemnify and hold harmless Nomad from and against any and all claims, demands, actions, losses, damages, assessments, charges, third party liabilities, costs and expenses which may arise as a result of (i) the Users' use of the Platform and the Service or violation of this Agreement; or (ii) any injury, accident, health issues, physical or property damage, loss of profit, property or business reputation, or otherwise that may be caused by a User as a result of the User's use of any Service, Agent Services; or (iii) errors, mistakes, or inaccuracies of User Content, and/or information available on or through the Platform; or (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted by a User to or through the Platform; or (v) any dispute, conflict or disagreement between a User and an Agent (or the Broker or the Partner Broker) or a third party in connection with any Services or Agent Services.

15.2 If you have a dispute with another User, Agent, Broker and/or Partner Broker, you release Nomad from any and all claims, demands and damages (actual and consequential) or losses of every kind and nature, arising out of such disputes.

15.3 Users agree that Nomad, each Agent, the Broker, and the Partner Broker jointly and severally have the power to file and pursue lawsuits against any User in respect of any claims, demands, actions, losses, damages, fines, charges, liabilities, costs and expenses which have been suffered or incurred by Nomad and/or a Buyer Agent and/or the Broker, directly or indirectly, and that have been caused by the User as a result of the User's use of any Service and/or Agent Services.

15.4 Users agree that in no event will Nomad be liable, responsible or otherwise, to Users or to third parties for any damages or losses that may arise from (i) the failure, interruption or disruption of any service or failure to maintain a User's access to the Platform or the Services, regardless of whether the service is provided by Nomad or a third party or (ii) the quality, accuracy, timeliness, reliability, safety, performance of an Agent, Agent Services and/or the Platform, completeness or delays, breach, omissions, or interruptions in the delivery of any Services, or Agent Services; or (iii) errors, mistakes, or inaccuracies of any Content, Third Party Content, Nomad's Content, Property Profile and/or information available on or through the Platform, or (iv) any unauthorized access to or use of our servers and/or any and all personal information stored therein, and/or any interruption or cessation of transmission to or from our servers, and/or any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Platform by any third party, or (v) any failure or delay in the execution of any transactions through the Platform and/or the Services or, (vi)

any dispute, conflict or disagreement between you and an Agent (or the Broker or the Partner Broker) or third parties in connection with any Services, or Agent Services; and (vii) any refund, loss of profits, loss of business reputation (whether incurred directly or indirectly), any injury or accident or physical or property damage or otherwise that may occur to a User as a result of User's use of any Agent Services and/or Services.

16. Miscellaneous

16.1 Governing Law: This Agreement between you and Nomad and any access to or use of the Platform and/or the Service are governed by the federal laws of the United Arab Emirates. Any dispute which may arise between a User and Nomad pertaining to the implementation or interpretation of this Agreement shall be amicably settled, failing which Courts of Dubai shall be the competent authority to settle the same.

16.2 Severability: If any part of this Agreement is held invalid or unenforceable, that part of the Agreement shall be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Nomad to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

16.3 Assignability: Nomad may assign or delegate its rights or obligations under these Terms and Conditions and/or Nomad's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any of your rights or obligations under the Terms and Conditions or Privacy Policy without Nomad's prior written consent, and any unauthorized assignment and delegation by you shall be considered as null and void.

16.4 Notices to Users: Reports, statements, notices and any other communications may be transmitted by Nomad to Users via the email address specified by them in their Account. All communications and notices shall be deemed to be duly served to a User when electrotonically sent by Nomad to User to the email address specified in the User's Account.

16.5 Notices to Nomad: Reports, statements, notices and any other communications may be transmitted by a User to Nomad at contact@nomadhomes.co. All communications and notices shall be deemed to be received or served (as applicable) to Nomad when electrotonically received by Nomad at contact@nomadhomes.co.

16.6 Gender Neutral: Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

You acknowledge that you have read, understood, and accepted to be bound by these Terms and Conditions.

Effective as of June 23, 2020