



## Terms of Use

**Revised by 15/10/2024**

**FYSM Market FZC LLC** registered in accordance with the laws of the United Arab Emirates, registration number 4414135, license number 4414135.01, date of formation 30/07/2024, registered to the address Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates (hereinafter referred to as the "Company"), is the copyright holder of <https://shop.fysm.co> (hereinafter referred to as "the Site" or "the Website").

These Terms of Use ("Terms of Use") apply to the Site, Company and all of its divisions, subsidiaries and affiliates (collectively the "Company") operated Internet websites which reference these Terms of Use. By ticking the box on the website you fully agree hereto.



**I have read the Terms of Use and give my full consent herewith.**

Your access or use of the Site indicates your understanding hereof to be bound by these Terms of Use. If you do not agree to these Terms of Use, please do not use the Website.

**THESE TERMS OF USE CONTAIN LEGAL OBLIGATIONS. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT THE COMPANY MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THAT ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND (B) THE COMPANY SPECIFICALLY MAKES NO WARRANTIES THAT OUR SITE, INCLUDING WITHOUT LIMITATION ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES OBTAINED FROM OR THROUGH THE USE OF THE SITE WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT SUCH SERVICE(S) OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

Please note that the Company reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use. Changes will be



effective when posted on the Site with no other notice provided. Please check these Terms of Use regularly for updates. Your continued use of the Site following the posting of changes to these Terms of Use constitutes your acceptance of those changes.

### **Registration, Accounts and Passwords**

Certain of the services and related features that may be made available on the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features you agree to provide accurate and current information about yourself as required by the relevant registration or subscription process, and to promptly update such

information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration or subscription on the Site and (b) all activities that occur under such password or account. Further, you agree to notify us of any unauthorized use of your password or account. The Company shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

### **Privacy**

For information on how user information is collected, used and disclosed by us in connection with your use of the Site and any of the services provided by the Company, please consult our Privacy Policy.

### **Pricing and Content Information**

While the Company strives to provide accurate pricing information, pricing or typographical errors may occur. Please be advised that the price of an item will only be confirmed once your order has been processed. In the event that an item is listed at an incorrect price due to an error in pricing, The Company shall have the right, at The Company's sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is mispriced, The Company may, at the Company's discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

We do our best to provide you with great values on our website. We strive to



maintain highly competitive prices and review them regularly in order to serve you with great values, every day.

### **Order Acceptance**

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our fraud avoidance system. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge.

### **Trademarks and Copyrights**

All of the names, titles, logos, and designs on the Site identifying our products and brands, including any derivative and related names, titles, logos and designs, are trade-marks and the sole and exclusive property of The Company. All other names, titles, logos and designs appearing on the Site are the property of their respective owners. Any use of any trademarks appearing on the Site without the express written consent of the owner of the trademark is strictly prohibited.

The Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, photographs, graphics, images, illustrations, audio, video and software (collectively, the "Content") and the entire contents of The Site also are protected by copyright as a collective work and/or compilation under the UAE copyright laws, international conventions and other copyright laws. The Company and/or its affiliates own the copyright in the Content and in its selection, coordination, arrangement and enhancement of the Content.

### **User Conduct**

In consideration of the availability and your use of the Site, you agree to comply with all applicable laws and these Terms of Use when using such site. You acknowledge that The Company may investigate any violations of law and



may cooperate with law enforcement authorities in prosecuting users in this regard. Additionally, you agree not to:

- post, transmit, link to, or otherwise distribute any materials, information or content constituting, advocating or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use The Company in a manner which is contrary to law or would serve to restrict or inhibit any other user or customer from using or enjoying the Site or the Internet;
- defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
- post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;
- or
- post, transmit, link to, or otherwise distribute any information, materials or content (including for greater certainty, software) which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component.

### **Responsibility for Minors**

In cases where you have authorized a minor to use the Site you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of such site or service; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of The Site may contain material that is inappropriate for minors.

### **Professional Information Disclaimer**

The Company may make available certain information provided by third parties related to various professional fields (the "Professional Information"). The Professional Information is provided for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific product or course of action. Use of the Site does not replace consultations with a qualified professional. In addition, while the Professional Information is frequently updated, this information changes rapidly and, therefore, some of the Professional Information may be out of date. You agree that all risk associated with the use of, or reliance on, any of the Professional Information rests with you. You further agree that the Company, including without limitation its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your use of, or reliance on, any Professional Information.



### **Monitoring**

You acknowledge that the Company has no obligation to monitor the Site or any content accessible through the Site. However, you agree that the Company has the right to monitor the Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Site or to protect itself or its users and customers in accordance with the Privacy Policy.

### **Content Linked To The Site**

Please exercise discretion while browsing the internet. The Site may contain links to other independent third-party websites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under the Company's control, and the Company is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. Unless otherwise expressly provided, the Company makes no representation or warranty regarding, and does not endorse, any Linked Site or the information, products or services appearing thereon. Accordingly, you agree that the Company will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from the Site.

### **Dealing with Third Parties**

You acknowledge and agree that your correspondence or business dealings with any third parties, including without limitation any merchants or advertisers, found on or through the Site, including without limitation payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between you and such third parties. The Company assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be yours alone. You agree that The Company shall not be responsible or liable in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such dealings or transactions.



### **Indemnification**

You agree to defend, indemnify and hold harmless each of the Company, its affiliates and licensors and each of their respective officers, directors, employees and agents, including all third parties mentioned on the Site, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms of Use; (b) your access to or use the Site or Content; or (c) your use or reliance on, or publication, communication or distribution of anything on or from The Site. You shall use your best efforts to cooperate with us in the defense of any claim. The Company reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE COMPANY, INCLUDING WITHOUT LIMITATION ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER THE COMPANY HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE, INABILITY TO USE OR PERFORMANCE OF ANY OF THE SERVICES OF THE SITE, OR (B) ANY UNAUTHORIZED ACCESS TO OR MODIFICATION TO ANY OF YOUR CONTENT OR TRANSMISSIONS, OR (C) ANY OTHER MATTER RELATING TO THE SITE OR ANY OF THE SERVICES.

You expressly acknowledge that the Company has entered hereinto and has or may make The Site and Content available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and the Company. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of this agreement.

### **Governing Law / Jurisdictional Issues**

These Terms of Use shall be interpreted, construed and governed by the laws



in force in the Emirate of Sharjah, UAE Civil Courts. The UAE Federal Arbitration Law (Federal Law No. 6 of 2018) sets strict standards for the enforceability of arbitration agreements therefore present arbitration clause do conform to these rules (compiled in writing, signed and accepted by click-to-wrap, indicating clear consent), so it shall be upheld. Subject to the paragraph below, each party hereby agrees to submit to the jurisdiction of the DIFC and to waive any objections based upon venue.

### **Arbitration and Actions**

Any controversy, claim or dispute arising out of or relating to these Terms of Use shall be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Dubai, UAE, in English. The parties to arbitration choose in the arbitration clause the office of the RAC at the DIFC, while the arbitration will be administered under the RAC Arbitration Rules 2021 with the rates of arbitration fees provided therein, as amended, replaced or re-enacted from time to time. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Dubai and is independent of either party. Notwithstanding the foregoing, The Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

### **Termination**

You acknowledge and agree that the Company in its sole and absolute discretion, may, without notice to you, suspend or terminate your account or your use of or access to the Site, and remove and discard any information or content related to the Site for any reason, including where the Site believes that you have violated any of these Terms of Use. You further agree that the Company shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Company or with any terms, conditions, rules, policies, guidelines, or practices of the Company in operating the Site, your sole and exclusive remedy is to discontinue using the Site or service.

### **Submission Of Ideas and/or Suggestions**

The Company is always improving its websites and services and developing new features. If you have ideas and/or suggestions regarding improvements or additions, the Company would like to hear them - but any submission will



be subject to these Terms of Use.

UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA AND/OR SUGGESTION OR RELATED MATERIAL TO THE SITE (including but not limited to programming development ideas) BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL TO THE COMPANY, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL AND ARE REPRESENTING AND WARRANTING TO THE COMPANY THAT THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR SUGGESTION OR ANY RELATED MATERIAL AND THAT THE COMPANY IS FREE TO IMPLEMENT THE IDEA AND/OR SUGGESTION AND TO USE THE RELATED MATERIAL IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY THE COMPANY, WITHOUT OBTAINING PERMISSION OR LICENSE FROM YOU OR ANY THIRD PARTY.

### **General Provisions**

This agreement is personal to you, and you may not assign your rights or obligations to anyone. These Terms of Use constitute the entire agreement between the Company and you pertaining to your use of the Site and supersedes any prior agreements between you and the Company with respect to the subject matter hereof. The Company's failure to insist upon or enforce strict performance of any right or provision of these Terms of Use shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. No changes to these Terms of Use shall be made except by a revised posting on this page or except as otherwise expressly contemplated herein. The parties have required that these Terms of Use and all documents relating thereto be drawn up in English.

### **Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the **Federal Law No. 38 of 2021** on





Copyrights and Neighboring Rights and **Federal Law No. 36 of 2021 on Trademarks** the written notice must include substantially the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive Notices is:

Email address: [fysmmarket@gmail.com](mailto:fysmmarket@gmail.com).

As the UAE does not have a direct instruction on how to take down content that infringes rights of the rightholders we suggest writing to us firstly and only after work with local authorities like the Ministry of Economy or TDRA to file complaints about copyright or trademark infringements, if no actions were taken or the situations if ambiguous. Though the UAE lacks a formalized intermediary liability or "notice-and-takedown" system, the legal framework provides robust protection and enforcement mechanisms through court action and government intervention.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

### **Contact**

If you have any concerns or require any information regarding the FYSM or FYSM's Terms of Use, please contact our Customer Support by email at [fysmmarket@gmail.com](mailto:fysmmarket@gmail.com).