

# TEMIR Terms of service

By accessing or using our website or smart chip business cards and/or a linked smart profile accessible from our Website , you agree to be bound by our terms of service set forth herein (our "Terms of Service"). If you do not agree with our Terms of Service, your sole recourse is to discontinue use of our Services immediately accordance with this Policy.

By using our Services or Website, we'd like to remind you that you are also consenting to the terms of our privacy policy. which sets out our personal information gathering and dissemination practices.

The Services and Website are owned and operated by "TEMIR"

## 1. LICENSE

**1.1 TEMIR Content.** All text, data, graphics, photographs, images, audio, video, trademarks, service marks, trade names and other information, visual or other digital material, software (including source and object codes) and all other content of any description available through our Services or Website, or available via a link from our Services to a page created by TEMIR on another website (collectively, the "TEMIR"), are the sole property of TEMIR and/or its licensors. All Content is protected by UAE and international copyright, trade-mark, service marks, patents, trade secrets and other proprietary rights and laws. Use of the Content for any purpose not expressly permitted in our Terms of Service or otherwise consented to by TEMIR is prohibited. To obtain written consent, please contact us at: [support@temir.com].

**1.2 User License.** Our Services are licensed, not sold. We grant you a non-exclusive, non-transferable, limited license to use our Services for your own personal networking purposes. You agree that you will not copy, attempt to reverse engineer, modify, translate or disassemble our Services in whole or in part. You may not use or export or re-export our Services We may automatically check and update the version of our Services which you are using in order to improve the performance and capabilities of our Services.

## 2 ACCOUNT REGISTRATION

**2.1 Account:** In order to use our Services, follow simple 4 steps.

- 1 step: Tap your card to the phone and open browser.
- 2 step: Press Login and use default password (which comes in package).
- 3 step: Add your any contact details and create a new own password
- 4 step: Save and start share

**2.2 Your Responsibilities:** You agree to provide true, current, complete and accurate information as requested, and to update that information as soon as possible after any information on such registration changes. You alone are responsible for keeping your Account login information and associated passwords confidential, and for any and all of your Account activity. Therefore, you should protect your password and make your password secure and difficult for others to guess. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security via [support@temir.ae].

### 3. FEES AND PAYMENT TERMS

**3.1 Billing Information:** Users of our Services need to pay only at the time of purchase, no any additional charges in future.

### 5 PRODUCT, PURCHASE AND SHIPPING

**1 Orders:** An order shall be deemed to have been placed upon the electronic confirmation by TEMIR of your subscription to our Services. TEMIR will use its commercially reasonable efforts to deliver the Smart Card to you within the lead time indicated in the order. If Company becomes aware that it will not meet any lead time for a particular order delivery, Company shall provide you with prompt written notice that it will not be able to deliver within the lead time.

#### 4.2 Shipping Costs and delivery time:

##### In UAE

Delivery charges for all Smart Card is free.

Delivery time From 1 to 3 days.

##### Out of UAE

Delivery charges for all Smart Card is 20 usd (1-5 pcs) 30usd (5-10 pcs) 50 usd (10-50pcs)

Delivery time From 4 to 12 days.

You shall comply with all relevant export and import laws and regulations as they apply to Smart Card deliveries and related materials provided by us to you pursuant to these Terms of Service

**4.3 Limited Warranties.** TEMIR warrants that our Smart Cards will operate for a period life time substantially in conformance with their specifications from the date of delivery to you (the "TEMIR Warranty"). Notwithstanding the generality of the foregoing, the TEMIR Warranty will not apply if the delivered Smart Card has been tampered with or modified in any way by anyone other than us or our agents. Furthermore, improper use of the Smart Cards will void the TEMIR Warranty. You may contact us directly in relation to warranty claims relating to our Smart Cards. You can contact us about warranty issues at [<https://temir.ae/contact/>].

### 5. USER CONDUCT

**5.1 Conduct.** You agree to abide by all applicable federal, provincial, territorial and other laws and regulations. In addition, without limiting the foregoing, You agree not to:

1. upload, post, e-mail or otherwise transmit any material ("User Content") that: constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; infringes any patent, trade-mark, trade secret, copyright, publicity, or other proprietary or privacy rights of any party; is misleading, contains sexually explicit content, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable; or contains any form of destructive software such as a virus, worm, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer or mobile device software, hardware or telecommunications equipment;

2. register under a false identity, impersonate any person or entity, including, but not limited to, an OVOU employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. send e-mails or messages using our Services or Website without the consent of the recipient;
4. harvest or otherwise collect or store any information (including personal information) about other users of our Services, including e-mail addresses, without the express consent of such users;
5. use any robot, spider, scraper or other automated means to access our Services or Website and collect Content for any purpose without our express written permission;
6. for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through our Services;
7. attempt to gain unauthorized access to our Services, other computer systems or networks connected to our Services, through password mining or any other means;
8. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure;
9. interfere with or disrupt networks or servers connected to our Services or Website;
10. use, download or otherwise copy, or provide to any person or entity our Services' user directory or other user or usage information or any portion thereof, other than in the context of your use of our Services;
11. register for more than one account or use any other measures in an attempt to mislead TEMIR or our users, or otherwise take advantage of our Services; 12. facilitate or encourage any of the above conduct.

**5.2 User Content.** We reserve the right to pre-screen, edit, limit or remove any such User Content in our sole discretion, without further notice to you. In the event that you have linked User Content to your Account from a third-party platform to which TEMIR does not have the authority to edit, limit or remove any such User Content, TEMIR reserves the right to cancel your Account and Services. Notwithstanding, you shall remain solely responsible for any User Content you submit, link or post. You may be exposed to User Content that is inaccurate, incomplete or unsuitable. We will not be responsible for User Content or accuracy of any information, and shall not be responsible for any acts taken or decisions made based on such information. Any information you disclose in public areas of our Services becomes public information and is immediately accessible to other users, so it is important for you to carefully consider what, if any, personal information you reveal in these areas.

**5.4 Reporting Content.** Please use our online reporting tool to tell us about any offensive or otherwise concerning User Content that you may see on our Services so that we maintain a positive experience for all users. We may, in our sole discretion, limit or terminate your use of our Services, remove hosted User Content and take any other technical and/or legal steps to ensure that all users of our Services or Website are acting in the spirit of our Terms of Service. Notwithstanding anything in the foregoing, you understand and agree that we do not monitor User Content and that we assume no liability for any User Content whatsoever, including any User Content which may be reported to us using our online reporting tool.

## 6. SECURITY, LOST OR STOLEN CARDS

**6.1 Security.** You are responsible for safeguarding your Smart Card against loss or theft, for maintaining it in proper working condition and for keeping your online account password, or PIN, confidential. TEMIR will not ask you to divulge any of your access information.

**6.2 Replacements.** A replacement fee may be charged for lost, stolen, misplaced or abused Smart Card.

**6.3 Lost or Stolen Cards.** If your Smart Card is lost or stolen, you must notify OVOU to deactivate the card immediately. Notification can be made by emailing Online at [support@temir.ae. Until notice has been received, you will be responsible for all use of your Smart Card, whether or not such use is authorized by you until the card is deactivated. Once your old Smart Card is replaced due to theft or loss, it is de-activated and cannot be re-activated should you find it at a later date.

**6.4 Public Profiles.** You understand and agree that any personal information you make available on your smart profile will be published at a publicly accessible URL. Any third party that has the URL will be able to view your smart profile. This includes individuals that receive the URL by connecting with your Smart Card (whether intentionally or inadvertently), as well as any third party with which the individual may share such URL

## 7. DISCLAIMER; LIMITATION OF LIABILITY

**7.1 disclaimer.** Use of our services and website are provided to you on an "as is" and "as available" basis, without any warranties of any kind, whether express or implied. We do not warrant that the content or user content is accurate, reliable or correct; that our services or website will be available at any particular time or location; that your access to our services or website will be uninterrupted; that any defects or errors will be corrected; that our services or website is free of viruses or other harmful components; or that the content is timely, secure or error-free.

To the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, non-infringement, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the TEMIR services, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

## 8. GENERAL

These Terms of Service constitute the entire agreement between you and us with respect to your use of our Website and Services. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced. Notwithstanding any other provisions of these Terms of Service, any provision of these Terms of Service that imposes or contemplates continuing rights or obligations on you or us will survive the expiration or termination of these Terms of Service, including, without limitation, the indemnification and limitation of liability provisions. It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

## 9. CHANGES AND TERMINATION

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Website and Services (or any part thereof) with or without notice. If you wish to terminate your account with TEMIR, you may discontinue using our Services and delete any applications or software that you may have downloaded from us. We may amend our Terms of Service by posting revisions through a link on our website, with no additional notice to you. Your continued access to and use of our Services will constitute acceptance of our amended Terms of Service. If you do not agree with our Terms of Service, or any future amendments, your sole recourse is to cease use of our Services. If you have any questions regarding our Terms of Service, please contact [<https://temir.ae/contact>].

BY USING OUR WEBSITE AND SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ OUR TERMS OF SERVICE, UNDERSTAND THEM AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN OUR TERMS OF SERVICE.

Last Updated: January 20, 2022