

DFSA App - Terms and Conditions of Use

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General

1. These terms and conditions (the “**Terms**”) govern the use of the DFSA App (the “**App**”).
2. By downloading or streaming a copy of the App onto your device, you accept and agree to these Terms.
3. If you disagree with any provision of these Terms, including any changes thereto, then you must not access or use the App.
4. The DFSA expressly reserves the right to make changes to these Terms, the App, its contents and the Materials (referred to in paragraph 11) without notice. Changes to these Terms are effective immediately upon posting of the amended text, content or other information on the App. Your continued use of the App will constitute acceptance of these Terms, as may be amended from time to time.
5. These Terms and any obligations arising out of or in connection with these Terms, including any question regarding the existence of these Terms, shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

Use of the App

6. The App is for your non-commercial, personal use only and must not be used for business purposes.
7. You agree to use the App in accordance with these Terms and applicable laws and regulations. You must not violate any applicable laws or regulations, contract, intellectual property or other third-party rights or commit a tort or any other wrongdoing in accessing or using this App. You are solely responsible for your conduct while accessing or using the App.
8. In connection with your use of the App, you must not:
 - a. use the App in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying use of the App or that could damage, disable, overburden, compromise or impair the functioning of the App or any DFSA systems or security in any manner;

- b. interfere or attempt to interfere with any user host or network, including by way of introducing a virus, overloading, flooding, or crashing or sending unsolicited e-mail, promotions or advertisements;
 - c. reproduce or store any part of the App in any other website or application, or include it in any public or private electronic retrieval system or service, without the DFSA's prior written permission;
 - d. reverse engineer, decompile, or disassemble any aspect of the App or create derivative works based on the whole or any part of the App nor attempt to do any such things or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the App;
 - e. develop or use any third-party applications that interact with the App without the DFSA's prior written consent, including any scripts designed to harvest, scrape or extract any data or information from the App or from the servers running the App;
 - f. rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part, to any person without the prior written consent of the DFSA; or
 - g. translate, merge, adapt, vary, alter or modify, the whole or any part of the App nor permit the App or any part of the App to be combined with, or become incorporated in, any other programs or devices except as stated in these Terms.
9. The DFSA reserves the right to prevent you using the App in case (i) you commit any breach of these Terms, (ii) the DFSA suspects, on reasonable grounds, that you have, might or will commit a breach of these Terms, (iii) the DFSA suspects on reasonable grounds that you may have committed or be committing any fraud or misconduct against the DFSA or any other person, or (vi) you use the App in violation of any applicable law or regulation.
10. If the DFSA prevents or terminates your access to, and use of, the App:
- a. you must stop all activities authorised by these Terms, including your access to, and use of, the App; and
 - b. you must delete or remove the App from all devices in your possession or control and immediately destroy all copies of the App which you have and confirm to the DFSA in writing that you have done this.

Intellectual Property Rights

11. The App provides direct access to certain DFSA information, documents, data and materials (the “**Material**”) to those who choose to access and use this App. The DFSA maintains this App for general information purposes only.
12. Unless otherwise stated, the DFSA owns the copyright and any other rights, titles and interests in, and to, the App and the Material. You have no intellectual property rights in, or to, the App or the Material.
13. You may use Material from the App subject to compliance with the following conditions:
 - a. the Material on the App is for personal use or for use within an individual firm or organisation; any Material that you copy, reproduce or save may (subject to the exception in subparagraph d below) only be used for personal viewing purposes or for viewing within the firm or organisation by which they were copied, reproduced or saved;
 - b. any extracts which are printed may only be used for personal viewing or for viewing within the firm or organisation by which they were printed (subject to the exception in subparagraph d below);
 - c. neither pages saved or stored, nor extracts printed, may (subject to the exception in subparagraph d below) be distributed to third parties or the public whether for profit or otherwise; and
 - d. the only permitted exception to the general conditions stated in subparagraphs (a) to (c) above is where extracts (of no more than a few relevant provisions) are copied to individual third parties for purposes of advising. The DFSA’s copyright symbol (i.e. © Dubai Financial Services Authority) must appear on any copyrighted Material copied, reproduced, saved, printed or otherwise distributed from this App.
14. You must not reproduce or store in any form whatsoever any Material in this App in any other App or include it in any public or private electronic retrieval system or service, without the DFSA’s prior written permission.
15. You must not use the name or trademarks or logo or graphics of the DFSA in any advertisement or public announcement or any form of information or documents or records or communication (whether verbal or written or electronic or otherwise) without the DFSA’s prior written consent.
16. Subject to paragraph 17, if any Material is reproduced (whether in whole or part) and whether on paper or electronically or otherwise, you must ensure

that any document, communication or publication or other format in which the Material is displayed does not:

- a. in any way imply any form of association or arrangement of whatsoever nature with the DFSA;
 - b. in any way imply that the DFSA is endorsing the document or publication or communication or other format in which the Material is displayed;
 - c. present false or misleading information concerning the DFSA;
 - d. contain content that could be construed as distasteful, misleading, offensive, controversial, otherwise objectionable or not in the public interest; or
 - e. infringe any intellectual property or other rights of any person, including but not limited to the DFSA, or otherwise contravene any applicable law or regulation.
17. Any rights not expressly granted in these Terms are reserved in full by the DFSA.
18. The DFSA will not hesitate to take legal action against any unauthorised usage of its App or Material to preserve and protect its rights and interests.

Disclaimer

19. The Material contained in the App is for general information purposes only. While the DFSA endeavours to keep the Material correct, the DFSA makes no representations, warranties or guarantees of any kind, whether express or implied, about:
- a. the completeness, accuracy, reliability, contemporaneity, suitability, or availability with respect to the contents of the App, including but not limited to the Material accessed via this App;
 - b. the non-infringement, title, merchantability or fitness for any particular purpose of the contents of this App, including but not limited to the Material accessed via this App; or
 - c. that the contents available through this App or any functions associated with this App will be uninterrupted or error-free or that defects will be corrected or that this App and its server is and will be free of all viruses or other harmful elements.

20. The DFSA does not accept any liability for any damage, loss or claims of any kind, whether under contract or tort or otherwise, including without limitation, any indirect or consequential damages of any kind or loss of business or profits howsoever caused and whether as a result of, or in connection with (directly or indirectly):
 - a. the use of the App;
 - b. reliance on the contents of this App or the Materials;
 - c. any error or omission or defect in the contents of this App or the Materials;
 - d. any action, inaction or decision taken as a result of or in connection with the use of this App or any information on this App or the Materials; or
 - e. any functions associated with this App or any viruses or other harmful elements.
21. The App may contain or refer to translations of certain documents, including Federal and Emirates laws and regulations, for general information purposes only. The DFSA makes no warranties whatsoever as to the accuracy, completeness or contemporaneity of such translations and bears no responsibility whatsoever for any reliance placed on these translations. Any interested person should consult the original versions of such documents.
22. The App contains information provided by third parties. These third parties are solely responsible for ensuring that the information they submit to the DFSA is accurate, complete and current and complies with all applicable laws and regulations. The DFSA is not responsible on any basis whatsoever for any information provided by third parties and will not verify such information. The DFSA reserves the right to omit, suspend, remove or edit any third party information on the App.
23. The App provides general information only and is not intended, nor to be relied upon on any basis whatsoever, as any form of legal, financial, tax or other professional advice. You should consult appropriate professional advisers if you require financial or other advice.
24. Access to the App may be suspended, restricted or terminated temporarily or permanently, at any time, and without notice.

Data Protection

25. The App only stores a device ID from a user's device when downloading the App.

26. The App does not collect any Personal Data or location data of users, and the DFSA cannot view who has downloaded the App.
27. The DFSA's Data Protection Policy describes the DFSA's policy for collecting, using, and processing your Personal Data.

Links to other Websites

28. The App may offer links, such as hyperlinks or buttons, directing access to third party websites. The DFSA does not control or monitor these linked websites and shall not be responsible for any materials, information or content posted on these linked websites. The DFSA is not responsible for the availability of any linked website or any changes or updates to any linked website or any functions associated with any linked website or any viruses or other harmful elements associated, resulting from or connected to any linked website.
29. The inclusion of any third party linked website on the App does not imply any relationship or association between the DFSA and the owner of the linked website or any endorsement, sponsorship or approval by the DFSA of the linked website or its contents. The DFSA provides links to third party websites solely for your convenience and on a non-reliance basis at your full risk. You are solely responsible for your access to any linked website. You shall use your own judgment, caution and common sense in using any linked website and should check the privacy policy and terms of use for each linked website. The DFSA does not accept any responsibility or liability whatsoever for any policy or terms of use for any linked website.
30. Third party linked websites may use web measurement tools, customisation technologies and cookies. The DFSA is not responsible for the privacy practices or the content of other websites, and the DFSA does not use, share or maintain personal information that is collected by other websites.

No assignment

31. These Terms are personal to you and may not be assigned or otherwise transferred in whole or in part to another person.

No rights for third parties

32. Unless stated otherwise in these Terms, these Terms do not give rise to or create any right, interest or claim in favour of any other person (third party), including to enjoy or enforce any benefit under these Terms.

Partial invalidity

33. Each of the paragraphs in these Terms operates separately. If any court of competent jurisdiction decides that any paragraph in these Terms is illegal, invalid or unenforceable, in whole or in part, the remaining paragraphs will remain in full force and effect.

Waivers and remedies

34. No failure to exercise, nor any delay in exercising, on the part of the DFSA, any right or remedy under these Terms shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any provision of these Terms shall be valid or binding on the DFSA unless that waiver is made in writing and signed by a duly authorised person on behalf of the DFSA.

Language

35. These Terms are drafted in the English language. If these Terms are translated into another language, the English language text shall prevail.