TERMS OF USE

Last updated: 29 October 2025

These Terms of Use (the "Terms") set out the legally binding agreement between you ("you", "your" or the "User") and ECHO SLAM DMCC, a company incorporated in the Dubai Multi Commodities Centre, having its registered address at Unit No: 3O-01-5620, Jewellery & Gemplex 3, Plot No: DMCC-PH2-J&GPlexS, Jewellery & Gemplex, Dubai, United Arab Emirates ("Echo Slam", "we", "us" or the "Company"). By accessing or using the website located at https://www.echoslam.pro and any sub-domains (the "Site"), you acknowledge that you have read, understood and agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must refrain from using the Site.

1. Definitions

"Content" means all text, graphics, photographs, audio-visual works, trademarks, logos, data, code, and other material displayed on or downloadable from the Site.

"User-Generated Content" or "UGC" means any material that you or other users upload, post, transmit or otherwise make available via the Site, including comments, competition submissions, feedback and suggestions (where and if applicable).

2. Eligibility

The Site is intended for persons aged 18 or over. If you are under 18 you may use the Site only with the consent of a parent or legal guardian.

3. Licence and Acceptable Use

- 1. Echo Slam grants you a limited, revocable, non-exclusive, non-transferable licence to access and use the Site for personal, non-commercial purposes, strictly in accordance with these Terms.
- 2. You must not:
 - o copy, modify, distribute, reverse engineer the Site or any Content or create derivative works based on the Site or any Content;
 - use data-mining, bots or similar tools to extract data;
 - o upload viruses, malware or code designed to interfere with the Site;
 - o infringe any Intellectual Property Rights (defined in section 4);
 - o engage in any activity that is unlawful, abusive, defamatory, harassing, fraudulent or otherwise objectionable;
 - o misrepresent your identity or affiliation with any person or entity;
 - use the Site to advertise or offer any goods or services without our prior written consent.

4. Intellectual Property

- 1. All Intellectual Property Rights (including but not limited to copyrights, database rights, design rights, patents, trademarks, service marks, trade names and trade dress) in the Site and Content are owned by Echo Slam or its licensors. Nothing in these Terms transfers such rights to you.
- 2. "ECHO SLAM", the Echo Slam logo and associated graphics are common law trademarks or registered trademarks of Echo Slam DMCC. Third-party trademarks (e.g., game titles) remain the property of their respective owners and are used on the Site solely for identification purposes. No sponsorship or endorsement by such third parties is implied.
- 3. You may print or download extracts of the Site for personal reference only and must retain all proprietary notices. Any other use requires our prior written consent.

5. User-Generated Content

- 1. By submitting UGC (where and if it will be possible on the Site) you grant Echo Slam a worldwide, perpetual, irrevocable, royalty-free, transferable licence (with rights to sublicense) to use, reproduce, adapt, publish, translate, distribute, publicly perform, display and exploit such UGC in any medium for any purpose connected with the Site and our business (including marketing).
- 2. You warrant that you own or control all rights in your UGC; that it is accurate and lawful; and that our use will not infringe any third-party rights or violate any law.
- 3. We reserve the right (but have no obligation) to monitor, edit or remove UGC at our sole discretion.

6. Third-Party Content and Links

The Site may contain links to third-party websites or services that are not owned or controlled by Echo Slam. We accept no responsibility for the content, privacy practices or availability of such external resources. Your dealings with third parties are solely between you and the relevant third party.

7. Disclaimers

- 1. The Site and Content are provided "as is" and "as available". To the maximum extent permitted by law, Echo Slam disclaims all warranties, express or implied, including fitness for a particular purpose, accuracy, non-infringement and uninterrupted availability.
- 2. While we endeavour to keep information up-to-date, we make no representation that the Site, Content or any services will meet your requirements, be error-free or secure.
- 3. Nothing in these Terms constitutes professional, financial or legal advice.

8. Limitation of Liability

- 1. Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or any other liability that cannot be limited or excluded under applicable law.
- 2. Subject to clause 8.1, Echo Slam shall not be liable for any indirect, consequential, incidental, special or punitive damages, loss of profits, business, reputation, data or goodwill arising out of or in connection with the Site, even if advised of the possibility of such damages.
- 3. Our total aggregate liability to you for any claim arising out of the Site shall not exceed the greater of (a) the total amount (if any) paid by you to us during the 12 months preceding the event giving rise to the claim or (b) USD 100.

9. Indemnity

You agree to indemnify, defend and hold harmless Echo Slam, its affiliates, officers, employees and agents from any claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of your breach of these Terms or misuse of the Site.

10. Privacy and Cookies

Our collection and processing of personal data are governed by our separate Privacy Policy. By using the Site you consent to such processing and to the use of cookies as described therein.

11. Governing Law and Dispute Resolution

- 1. These Terms and any non-contractual obligations arising herefrom are governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates, without regard to conflict-of-law principles.
- 2. If you are a consumer resident in the European Economic Area, you may be entitled to submit disputes via the EU online dispute-resolution platform; however, we do not commit to using any ADR entity unless required by applicable law.
- 3. Any dispute arising out of or in connection with this Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat of arbitration shall be the Dubai International Financial Centre (DIFC). The location/venue of hearings shall be the Dubai International Arbitration Centre, Dubai Chambers Building, Level 14, Baniyas Road, Deira, Dubai, U.A.E. Hearings or meetings can be conducted by telephone or through any other appropriate means of virtual communication including video conferencing.

The language to be used in the arbitration shall be English.

The governing law of the contract shall be the substantive law of England and Wales.

12. Changes to the Terms

We may modify these Terms at any time by posting an updated version on the Site and updating the "Last updated" date. Continued use of the Site after such changes constitutes acceptance of the revised Terms.

13. Termination

Echo Slam may suspend or terminate your access to the Site at any time, with or without cause, and without liability, including where we reasonably believe you have breached these Terms.

14. Miscellaneous

- **Severability:** If any provision of these Terms is held invalid or unenforceable, it shall be severed and the remaining provisions remain in full force.
- **Entire Agreement:** These Terms constitute the entire agreement between you and Echo Slam regarding the Site and supersede all prior agreements or understandings.
- **No Waiver:** Failure by Echo Slam to enforce any right shall not constitute a waiver of such right.
- **Assignment:** You may not assign or transfer your rights under these Terms. We may assign our rights without restriction.

15. Contact Us

For any questions regarding the Site or these Terms, please contact:

Echo Slam DMCC

Email: info@echoslam.pro

All rights not expressly granted herein are reserved.