

# PRIVACY POLICY

## 1. Introduction to this Privacy Policy

1.1. **At Rubino Maldives, we take your privacy seriously.** We are committed to complying with all data protection/privacy laws which are applicable to us.

1.2. In the course of providing you with the Services or access to the Platform (as defined in the Terms of Use), we will be collecting, using, disclosing and/or processing data, including your personal data.

1.3. **This Privacy Policy exists to keep you in the know about how we collect, use, disclose and/or process the data we collect and receive during the course of providing the Services or access to the Platform to you, our customer.** We will only collect, use, disclose and/or process your personal data in accordance with this Privacy Policy.

1.4. It is important that you read this Privacy Policy together with any other applicable notices we may provide on specific occasions when we are collecting, using, disclosing and/or processing personal data about you, so that you are fully aware of how and why we are using your personal data.

1.5. BY CLICKING OR CHECKING “SIGN UP”, “I AGREE TO RUBINO MALDIVES PRIVACY POLICY” OR SIMILAR STATEMENTS AVAILABLE AT THE RUBINO MALDIVES REGISTRATION PAGE, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF AND UNDERSTOOD THE TERMS OF THIS PRIVACY POLICY AND THAT YOU HAVE AGREED AND CONSENTED TO THE COLLECTION, USE, DISCLOSURE AND/OR PROCESSING OF YOUR PERSONAL DATA AS DESCRIBED AND UNDER THE TERMS HEREIN.

1.6. We may update this Privacy Policy from time to time. Any changes we make to this Privacy Policy in the future will be posted on this page and, where appropriate, notified to you, whereupon your continued use of the Services, access to the Platform or use of the Services, including placing Orders on the Platform, shall constitute your acknowledgment and acceptance of the changes we make to this Privacy Policy, as notified to you. Please check back frequently to see any updates or changes to this Privacy Policy.

1.7. This Privacy Policy applies in conjunction with other notices, contractual clauses and consent clauses that apply in relation to the collection, use, disclosure and/or processing of your personal data by us and is not intended to override them unless we state expressly otherwise.

1.8. You can visit the Platform and browse without having to provide personal details. However, you will be required to sign up for an account if you wish to use the Services.

1.9. If you have any comments, suggestions or complaints in relation to your personal data, please contact our Data Protection Officer through our Contact Us page.

## 2. The Personal Data We Collect from You

2.1. Personal Data means any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.

2.2. During the course of your use of the Platform and the provision of the Services, we may collect personal data from you, which includes but is not limited to:

(a) **Identity data**, such as your name, gender, profile picture, and date of birth;

(b) **Contact data**, such as billing address, delivery address, email address and phone numbers;

(c) **Account data**, such as bank account and payment details;

(d) **Transaction data**, such as details about payments to and from you, and other details of products and Services you have purchased from us;

(e) **Technical data**, such as internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access the Platform;

(f) **Profile data**, such as your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses;

(g) **Usage data**, such as information on how you use the Platform, products and Services or view any content on the Platform;

(h) **Location data**, such as when you capture and share your location with us in the form of photographs or videos and upload such content to the Platform;

(i) **Marketing and communications data**, such as your preferences in receiving marketing from us and our third parties and your communication preferences.

2.3. During the course of your use of the Platform and the provision of the Services, we may receive personal data from you in the following situations:

(a) When you create an account with us;

(b) When you apply for any of the Services or purchase any products available on the Platform;

(c) When you use any of the features or functions available on the Platform or Services, including the recording of any user-generated content to be uploaded on the Platform;

2.4. You must only submit personal data which is accurate and not misleading, and you must keep it up to date and inform us of any changes to the personal data you have provided to us. We shall have the right to request for documentation to verify the personal data provided by you as part of our customer verification processes.

2.5. We will only be able to collect your personal data if you voluntarily submit the personal data to us or as otherwise provided for under this Privacy Policy. Unfortunately, if you choose not to submit your personal data to us or subsequently withdraw your consent to our use of your personal data, we may not be able to provide you with the Services or access to the Platform.

2.6. You may access and update your personal information submitted to us at any time as described below.

### **3. Use and Disclosure of Personal Data**

3.1. The personal data we collect from you would be used by us which include but are not limited to the following:

(a) To facilitate your use of the Services or access to the Platform, including responding to your queries, feedback, claims or disputes

(b) To process orders, you submit through the Platform;

(c) Payments that you make through the Platform for products;

(d) To deliver the products you have purchased through the Platform;

(e) To update you on the delivery of the products, whether sold through the Platform

(f) To administer your account (if any) with us;

(g) To verify and carry out financial transactions in relation to payments you make online;

(h) To audit the downloading of data from the Platform;

- (i) To improve the layout or content of the pages of the Platform and customize them for users;
- (j) To identify visitors on the Platform;
- (k) To carry out research on our users' demographics and behavior;
- (l) To provide you with information we think you may find useful or which you have requested from us, including information about our products and services, provided you have indicated that you have not objected to being contacted for these purposes;
- (m) To process any complaints, feedback, enforcement action and take-down requests in relation to any content you have uploaded to the Platform;
- (n) To derive further attributes relating to you based on personal data provided by you in order to provide you with more targeted and/or relevant information;
- (o) We may also use your personal information to send you marketing or promotional materials, products and services from time to time, unless you choose to opt-out from receiving these materials; and
- (t) We may also conduct automated decision-making processes in accordance with any of these purposes.

3.2. In exceptional circumstances, we may be required to disclose personal information, such as when there are grounds to believe that the disclosure is necessary to prevent a threat to life or health, or for law enforcement purposes, or for fulfilment of legal and regulatory requirements and requests.

3.3. We may share and permit the sharing of your personal data with any of the abovementioned purposes, including but not limited to, facilitating your use of the Services, completing a transaction with you, managing your account and our relationship with you, marketing and fulfilling any legal or regulatory requirements and requests as deemed necessary by us. In sharing your personal data with them, we endeavor to ensure that the third parties and our affiliates keep your personal data secure from unauthorized access, collection, use, disclosure, processing or similar risks and retain your personal data only for as long as they need your personal data to achieve the abovementioned purposes.

#### **4. Withdrawal of Consent to Continued Use, Disclosure and/or Processing of Personal Data**

4.1. You may communicate the withdrawal of your consent to the continued use, disclosure and/or processing of your personal data including personal data relating to others who may be identified from that personal data for any of the purposes and in the manner as stated above at any time, by contacting us through my Account Page

4.2. Please note that if you communicate your withdrawal of your consent to our use, disclosure or processing of your personal data for the purposes and in the manner as stated above, we may not be in a position to continue to provide the Services to you or perform on any contract we have with you, and we will not be liable in the event that we do not continue to provide the Services to, or perform our contract with you. Our legal rights and remedies are expressly reserved in such an event.

#### **5. Updating Your Personal Data**

5.1. It is important that the personal data you provide to us is accurate and complete for you to continue using the Platform and for us to provide the Services. You are responsible for informing us of changes to your personal data, or in the event you believe that the personal data we have about you is inaccurate, incomplete, misleading or out of date.

5.2. You can update your personal data anytime by accessing your account on the Platform. If you are unable to update your personal data through your account, you can do so by contacting us through my Account Page

5.3. We take steps to share the updates to your personal data with our affiliates with whom we have shared your personal data if your personal data is still necessary for the above-stated purposes.

## **6. Accessing Your Personal Data**

6.1. If you would like to request information about your personal data which we have collected or enquire about the ways in which your personal data may have been used, disclosed or processed by us, please contact us through my Account Page. In order to facilitate processing of your request, it may be necessary for us to request further information relating to your request.

6.2. We will respond to your request as soon as reasonably possible. If we are unable to respond to your request within seven (07) days from the date of your request, we will inform you in writing. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the applicable data protection laws).

## **7. Security of Your Personal Data**

7.1. To safeguard your personal data from unauthorized access, collection, use, disclosure, processing, copying, modification, disposal, loss, misuse, modification or similar risks, we have introduced appropriate administrative, physical and technical measures such as:

(a) Restricting access to personal data to individuals who require access;

7.2. If you believe that your privacy has been breached by Rubino Maldives, please contact us through our Contact Us page.

7.3. You should be aware, however, that no method of transmission over the internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

## **8. Retention of Personal Data**

8.1. We will only retain your personal data for as long as we are either required to by law or as is relevant for the purposes for which it was collected.

8.2. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purposes for which the personal data was collected, and is no longer necessary for any legal or business purpose.

## **9. Children and Minors Under 18 Years of Age**

9.1. Rubino Maldives does not sell products for purchase by children under 18 years of age, nor does it intend to provide any of the Services or the use of the Platform to children under 18 years of age. We do not knowingly collect any personal data relating to children under 18 years of age.

9.2. You hereby confirm and warrant that you are currently 18 years old or above and you are capable of understanding and accepting the terms of this Privacy Policy. If you are under 18 years old, you may use our platform only with the involvement of a parent or guardian.

9.3. As a parent or legal guardian, please do not allow minors under your care to submit personal data to Rubino Maldives. In the event that such personal data of a minor is disclosed to Rubino Maldives, you hereby consent to the processing of the minor's personal data and accept and agree to be bound by this Privacy Policy and take responsibility for his or her actions.

9.4. We will not be responsible for any unauthorized use of the Services on the Platform by yourself, users who act on your behalf or any unauthorized users. It is your responsibility to make your own informed decisions about the use of the Services on the Platform and take necessary steps to prevent any misuse of the Services on the Platform.

## **11. Rubino Maldives Right to Disclose Personal Data**

11.1. YOU ACKNOWLEDGE AND AGREE THAT RUBINO MALDIVES HAS THE RIGHT TO DISCLOSE YOUR PERSONAL DATA TO ANY LEGAL, REGULATORY, GOVERNMENTAL, TAX, LAW ENFORCEMENT OR OTHER AUTHORITIES OR THE RELEVANT RIGHT OWNERS, IF RUBINO MALDIVES HAS REASONABLE GROUNDS TO BELIEVE THAT DISCLOSURE OF YOUR PERSONAL DATA IS NECESSARY FOR THE PURPOSE OF MEETING ANY OBLIGATIONS, REQUIREMENTS OR ARRANGEMENTS, WHETHER VOLUNTARY OR MANDATORY, AS A RESULT OF COOPERATING WITH AN ORDER, AN INVESTIGATION AND/OR A REQUEST OF ANY NATURE BY SUCH PARTIES. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU AGREE NOT TO TAKE ANY ACTION AND/OR WAIVE YOUR RIGHTS TO TAKE ANY ACTION AGAINST RUBINO MALDIVES FOR THE DISCLOSURE OF YOUR PERSONAL DATA IN THESE CIRCUMSTANCES.

## **TERMS OF USE**

### **INTRODUCTION**

1.1 Welcome to the Rubino Maldives mobile app (the “Platform”). These Terms of Use govern your access and use of the Platform and the use of any services, information and functions made available by us at the Platform (“Services”). Before using this Platform or the Services, you must read carefully and accept these Terms of Use and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as “Rubino Maldives Terms and Conditions”) and you must consent to the processing of your personal data as described in the Privacy Policy set out at <https://www.aris.com.mv/privacy-policy>. By accessing the Platform and/or using the Services, you agree to be bound by Rubino Maldives Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to Rubino Maldives Terms and Conditions and the Privacy Policy, do not access and/or use this Platform and/or the Services.

1.2 The Terms of Use stated herein constitute a legal agreement between you and ARIS Pvt Ltd. (Company No.: C-01109/2019), a company incorporated in Maldives and having its registered address at Dhooriyaage, K.Male’ Maldives (Our Application “Rubino Maldives”, “we”, “us” or “our”).

1.3 Rubino Maldives reserves the right, to change, modify, add, or remove portions of these Terms of Use and/or Rubino Maldives Terms and Conditions at any time. Changes will be effective when posted on the Platform with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

1.4 If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “legal age”), you must obtain permission from your parent(s) or legal guardian(s) to open an account on the Platform. If you are the parent or legal guardian of a minor who is creating an account, you must accept and comply with these Terms of Use on the minor's behalf and you will be responsible for the minor's actions, any charges associated with the minor's use of the Platform and/or Services or purchases made on the Platform. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and/or Services.

### **2. USE OF THE PLATFORM AND/OR SERVICES**

2.1 We grant you a non-transferable and revocable license to use the Platform and/or Services, subject to these Terms of Use, for the purpose of shopping for items sold on the Platform. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms of Use shall result in the immediate revocation of the license granted herein without notice to you.

2.2 Content provided on this Platform is solely for informational purposes. Product representations expressed on this Platform are made by us. Submissions or opinions expressed on this Platform would reflect our opinion.

2.3 Certain services and related features that may be made available on the Platform may require registration. Should you choose to register for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such

password or account. Furthermore, you must notify us of any unauthorized use of your password or account. Rubino Maldives 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.

2.4 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.

2.5 We reserve the right, but shall not be obliged to:

(a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of these Terms of Use contained herein and may take any action it deems appropriate;

(b) prevent or restrict access of any an authorized user to the Platform and/or the Services;

(c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or

(d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

### **3. USER SUBMISSIONS**

3.1 You grant us a non-exclusive license to use the materials or information that you submit to the Platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your username, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

### **4. TRADEMARKS AND COPYRIGHTS**

4.1 All intellectual property rights, whether registered or unregistered, in the Platform, information content on the Platform, design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (collectively referred to as "Intellectual Property") shall remain our property or where applicable, our affiliates or third party intellectual property owners. The entire contents of the Platform also are protected by copyright as a collective work under Maldives copyright laws and international conventions. All rights are reserved.

4.2 No part or parts of the Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any Intellectual Property without our prior written permission or that of the relevant Intellectual Property owners. No party accessing the Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print or use the Intellectual Property for personal and non-commercial uses, provided that you do not modify the Intellectual Property and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

### **5. Our limitation of responsibility and liability**

5.1 The Platform and all data and/or information contained therein and/or the Services are provided on an "as is" and "as available" basis without any warranties, claims or representations made by Rubino Maldives of any kind either expressed, implied or statutory with respect to the Platform and/or the Services, including, without limitation, warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose. All data and/or information contained in the Platform and/or the Services are provided for informational purposes only.

5.2 Without limiting the foregoing, Rubino Maldives does not warrant that the Platform and/or the Services or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this Platform and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.

5.3 Rubino Maldives and all of its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

(a) any access, use and/or inability to use the Platform or the Services;

(b) reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;

(c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and

(d) any use of or access to any other Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

5.4 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platform and/or Services is entirely at your own risk and we shall not be liable, therefore.

## **6. APPLICABLE LAW AND JURISDICTION**

6.1 These Terms of Use and/or other Rubino Maldives Terms and Conditions shall be interpreted and governed by the laws in force in Maldives. Subject to the section on Arbitration below, you hereby agree to submit to the jurisdiction of the Courts of Maldives.

## **7. TERMINATION**

9.1 In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms of Use and/or other Rubino Maldives Terms and Conditions. Upon any termination of these Terms of Use and/or other Rubino Maldives Terms and Conditions, you shall immediately cease all access to and use of the Platform and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Platform and/or Services in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that Rubino Maldives 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 Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of Rubino Maldives, in operating the Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the Platform and/or the Services

# TERMS OF USE

## INTRODUCTION

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(b) prevent or restrict access of any an authorized user to the Platform and/or the Services;



(c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or

(d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

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4.2 No part or parts of the Platform may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcasted, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment any Intellectual Property without our prior written permission or that of the relevant Intellectual Property owners. No party accessing the Platform shall claim any right, title or interest therein. Permission will only be granted to you to download, print or use the Intellectual Property for personal and non-commercial uses, provided that you do not modify the Intellectual Property and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

### **5. Our limitation of responsibility and liability**

5.1 The Platform and all data and/or information contained therein and/or the Services are provided on an "as is" and "as available" basis without any warranties, claims or representations made by Rubino Maldives of any kind either expressed, implied or statutory with respect to the Platform and/or the Services, including, without limitation, warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose. All data and/or information contained in the Platform and/or the Services are provided for informational purposes only.

5.2 Without limiting the foregoing, Rubino Maldives does not warrant that the Platform and/or the Services or the functions contained therein will be available, accessible, uninterrupted, timely, secure, accurate, complete or error-free, that defects, if any, will be corrected, or that this Platform and/or the server that makes the same available are free of viruses, clocks, timers, counters, worms, software locks, drop dead devices, trojan-horses, routings, trap doors, time bombs or any other harmful codes, instructions, programs or components.

5.3 Rubino Maldives and all of its respective officers, employees, directors, agents, contractors and assigns shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

(a) any access, use and/or inability to use the Platform or the Services;

(b) reliance on any data or information made available through the Platform and/or through the Services. You should not act on such data or information without first independently verifying its contents;

(c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and

(d) any use of or access to any other Platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

5.4 Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the Platform and/or Services is entirely at your own risk and we shall not be liable, therefore.

## **6. APPLICABLE LAW AND JURISDICTION**

6.1 These Terms of Use and/or other Rubino Maldives Terms and Conditions shall be interpreted and governed by the laws in force in Maldives. Subject to the section on Arbitration below, you hereby agree to submit to the jurisdiction of the Courts of Maldives.

## **7. TERMINATION**

9.1 In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms of Use and/or other Rubino Maldives Terms and Conditions. Upon any termination of these Terms of Use and/or other Rubino Maldives Terms and Conditions, you shall immediately cease all access to and use of the Platform and/or Services and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Platform and/or Services in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that Rubino Maldives 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 Platform and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of Rubino Maldives, in operating the Platform and/or providing Services, your sole and exclusive remedy is to discontinue using the Platform and/or the Services

# **TERMS AND CONDITIONS OF SALE**

## **1. Interpretation**

### **1.1 In these Conditions:**

“Rubino Maldives” (ARIS Pvt Ltd) company incorporated in Maldives and having its registered address at Dhooriyaage, K. Male’ Maldives (Our Application “Rubino Maldives”, “we”, “us” or “our”).

"Buyer" means the person who purchases Goods on the Platform;

“Seller” means Rubino Maldives

"Conditions" mean these Terms and Conditions of Sale;

"Contract" means the contract formed when Seller accepted the order placed by Buyer on the Platform for the purchase of Goods sold by Seller;

"Goods" means the goods made available for sale on the Platform, including any instalment of the goods or any parts for them;

“Rubino Maldives Terms and Conditions” means these Terms and Conditions of Sale and all other terms and conditions and policies pertaining to the use of the Platform and/or the Services;

“Platform” means Rubino Maldives mobile app;

“Services” means the use of any services, information and functions made available by Rubino Maldives at the Platform;

"Writing" includes electronic mail facsimile transmission and any comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Any references to “Rubino Maldives” in these Conditions refers to Rubino Maldives actions on its own behalf as Seller and/or as the operator of the Platform in respect of each and every Contract.

1.4 The headings in these Conditions are for convenience only and shall not affect the interpretation of any parties.

## **2. Basis of the Contract**

2.1 The Platform provides a place and opportunity for the sale of Goods between the Buyer and the Seller (collectively “Parties”). The identity of the Seller for a particular Goods listed for sale on the Platform, vendor, may be stated listing such Goods.

2.2 Where the Buyer has placed an order on the Platform for the purchase of Goods sold by Rubino Maldives and Rubino Maldives has accepted the same, this shall constitute a Contract entered into directly between the Buyer and Rubino Maldives.

2.3 Any information made available on the Platform in connection with the supply of Goods, including photographs, drawings, data about the extent of the delivery, appearance, performance, dimensions, weight, operating costs or any information disclosed through the chat system are not binding and for information purposes only. In entering into the Contract, the Buyer acknowledges that it does not rely on and waives any claim based on any such representations or information so provided.

2.4 While Rubino Maldives endeavors to provide an accurate description of the Goods, Rubino Maldives warrants that such description is accurate, current or free from error. In the event that the Goods the Buyer receives is fundamentally different from the Goods as described on the Platform and which the Buyer has ordered, Clause 7 of these Conditions shall apply.

2.5 Any typographical clerical or other error or omission or information issued by Rubino Maldives in its platform shall be subject to correction without any liability on the part of Rubino Maldives.

## **3. Orders and Specifications**

3.1 The Buyer may purchase Goods by placing and completing the order form on the Platform and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to acceptance in their sole discretion and each order accepted by the Seller shall constitute a separate Contract and shall be deemed to be irrevocable and unconditional upon transmission through the Platform. Rubino Maldives shall be entitled (but not obliged) to process such orders without further consent from the Buyer. Nevertheless, you may request to cancel or amend the order which Rubino Maldives shall endeavor (but not obliged) to give effect to on a commercially reasonable effort basis.

3.2 Order acceptance and completion of the Contract between the Buyer and Seller will only be completed upon Rubino Maldives issuing a confirmation of dispatch of the Goods to the Buyer. For the avoidance of doubt, Rubino Maldives shall be entitled to refuse or cancel any order without giving any reasons for the same to the Buyer prior to issue of the confirmation of dispatch. Rubino Maldives shall furthermore be entitled to require the Buyer to furnish Rubino Maldives with contact and other verification information, including but not limited to address, contact numbers prior to issuing a confirmation of dispatch.

3.3 No concluded Contract may be modified or cancelled by the Buyer except with prior written consent from Rubino Maldives and on terms that the Buyer shall indemnify Rubino Maldives in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Rubino Maldives as a result of the modification or cancellation, as the case may be.

## **4. Price**

4.1 The price of the Goods shall be the price stated on the Platform at the time which the Buyer places and completes the order form on the Platform. The price includes any applicable sales and services tax, value added tax or similar tax which the Buyer shall be liable to pay to Rubino Maldives in addition to the price, but it excludes the delivery charges.

4.2 In the event that a Goods has been mispriced on the Platform, the Seller reserves the right to terminate the Contract, in which Rubino Maldives shall notify the Buyer of such cancellation by giving three days’ notice. The Seller shall have such right to

terminate the Contract notwithstanding that the Goods have been dispatched or are in transit or that payment has been charged to Buyer.

## **5. Terms of Payment**

5.1 The Buyer shall be entitled to make payment for the Goods using the various payment methods made available on the Platform. When Buyer places an order on the Platform, actual payment shall be only charged upon Seller's acceptance of Buyer's order and the formation of a Contract. All payments shall be made to Rubino Maldives.

5.2 The terms and conditions applicable to each type of payment, as prescribed by Rubino Maldives on the Platform, shall be applicable to the Contract. The payment methods may also be subject to the following terms:

### **5.2.1 Online Transfer**

By choosing this payment method, the Buyer shall transfer the amount of the total purchase price for the Goods purchased by Buyer to Rubino Maldives Bank account (including any applicable taxes, fees and shipping costs). The transaction must be payable in Maldivian Rufiyaa. Rubino Maldives, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.

After payment confirmation, Rubino Maldives would make necessary arrangements to deliver the order. Delivery option is available only within the region of Greater Male' region (K. Male' & K. Hulhumale)

### **5.2.2 Cash on Pickup**

The buyer would also have the option to select "Pay Cash on Pickup" available when placing the order. The Goods will only be handed over to the Buyer upon full payment in cash by the Buyer. Rubino Maldives have the right to Cancel the order after 24 hours, after the order is placed but payment not made.

5.3 Buyer may not claim against Seller, for any failure, disruption or error in connection with the Buyer's chosen payment method. Rubino Maldives reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to the Buyer or giving any reason.

5.4 If the Buyer fails to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to Seller, Seller shall be entitled to cancel the Contract or suspend deliveries of the Goods until payment is made in full.

5.5 All refunds shall be made based on the payment option selected. The processing of payment may take time and it is subject to the payment provider internal processing timeline. All costs associated with the refund process imposed by the processing bank and/or payment provider shall be borne by Rubino Maldives. Rubino Maldives reserve the right to modify the mechanism of processing refunds at any time without notice.

5.6 All payments for the purchased Goods must be made to Rubino Maldives using the payment methods made available on the Platform only.

## **6. Delivery**

6.1 Delivery of the Goods shall be made to the address specified by the Buyer in its order.

6.2 Rubino Maldives has the right at any time to sub-contract all or any of its obligations for the sale/delivery of the Goods to any other party as it may from time to time decide without giving notice of the same to the Buyer.

6.3 Any dates quoted for delivery of the Goods are approximate only and delays may occur. The time for delivery/performance shall not be of the essence, and Rubino Maldives shall not be liable for any delay in delivery or performance howsoever caused.

6.4 If Rubino Maldives has failed to deliver the Goods in accordance with the Contract or within a reasonable time, the Buyer shall be entitled to terminate the Contract and claim a refund in respect of the undelivered Goods.

6.5 If the Buyer fails to take delivery of the Goods (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Seller's fault) then without prejudice to any other right or remedy available to Rubino Maldives, Rubino Maldives may:

6.5.1 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract provided the price has been paid in cleared funds in full or charge the Buyer for any shortfall below the price under the Contract; or

6.5.2 terminate the Contract and claim damages.

## **7. Return, Refund and Replacement of Goods**

7.1 Buyer may only apply for return of the purchased Goods in the following circumstances:

7.1.1 the Goods delivered to Buyer is defective and/or damaged on delivery;

7.1.2 the Goods delivered to Buyer is different from the description provided in the listing of the Goods;

7.1.3 the Goods delivered to Buyer does not match the agreed specification stipulated in the order;

7.2 Questions and complaints with regards to returns

7.2.1 If you have any questions or complaints, (i) you may either contact us directly via the Platform using the "My Account" page on the Platform, as applicable.

7.2.2 In the event that Buyer is unable to resolve any dispute directly through amicable negotiations, Rubino Maldives reserves the right to suggest and implement an appropriate resolution at its sole discretion.

## **8 Risk and property of the Goods**

8.1 Where the Goods have been delivered to the Buyer even after such refunds have been claimed by the Buyer pursuant to Clause

8.2 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when Rubino Maldives has tendered delivery of the Goods.

8.3 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Rubino Maldives has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Seller to the Buyer for which payment is then due.

8.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Rubino Maldives fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer.

8.5 The Buyer agrees with Rubino Maldives that the Buyer shall immediately notify Rubino Maldives of any matter from time to time affecting Rubino Maldives title to the Goods and the Buyer shall provide Rubino Maldives with any information relating to the Goods as Rubino Maldives may require from time to time.

8.6 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), Rubino Maldives shall be entitled at any time to demand the Buyer to deliver up the Goods to Rubino Maldives and in the event of non-compliance Rubino Maldives reserves its right to take legal action against the Buyer for the delivery of the Goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the Buyer.

8.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Rubino Maldives but if the Buyer does so all moneys owing by the Buyer to Rubino Maldives shall (without prejudice to any other right or remedy of Rubino Maldives) forthwith become due and payable.

8.8 If the provisions in this Clause 8 of these Conditions are not effective according to the law of the country in which the Goods are located, the legal concept closest in nature to retention of title in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this condition, and the Buyer shall take all steps necessary to give effect to the same.

8.9 The Buyer shall indemnify Rubino Maldives against all loss damages costs expenses and legal fees incurred by the Buyer in connection with the assertion and enforcement of Rubino Maldives rights under this condition.

## **9 Termination**

9.1 Buyer may terminate the Contract before Seller dispatches the Goods, by written notice through our Contact Us page at our platform, If the Goods have already been dispatched, Buyer may not terminate the Contract but may only return the Goods in accordance with Clause 7 of these Conditions.

9.2 Without prejudice to any other right of termination elsewhere in these Conditions, Rubino Maldives, may stop any Goods in transit, suspend further deliveries to the Buyer and/or terminate the Contract with immediate effect by written notice to the Buyer on or at any time after the occurrence of any of the following events:

9.2.1 the Goods under the Contract being unavailable for any reason; and/or

9.2.2 the Goods under the Contract has been mispriced on the Platform.