

TERMS AND CONDITIONS OF USE (United Arab Emirates "UAE")

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Welcome to the Driven Properties UAE website.

These terms and conditions of use (the "**Terms**") govern the contractual relationship between (a) Driven Properties LLC, registered office Dubai, UAE, referred to as "**Driven**", "**we**", "**us**", and (b) any individual referred to as "**User**", "**you**", "**him**") accessing or visiting the website <https://www.drivenproperties.com/> (the "**Site**", "**Website**") and/or wishing to use the instant valuation tool (the "**Product**") offered by Driven on the Website.

In order to access the Site or use the Product, the User declares that he/she is at least 18 years old. It is specified that the Product is intended for personal use by the User, without any direct connection with his/her professional activity.

Before using the Product, the User will be invited to read these Terms carefully. The User will also be able to download a pdf version of the terms by clicking the button at the bottom of this document.

The fact that a User uses the Site or the Product, implies his acceptance, without reservation, of these Terms. These Terms may be modified at any time by Driven. In any event, the applicable Terms are those in force at the time the User accesses the Site and uses the Product.

PLACING AN INSTANT VALUATION REQUEST AND USING THE SITE IMPLIES UNCONDITIONAL ACCEPTANCE OF THESE TERMS. IN THE ABSENCE OF SUCH ACCEPTANCE, THE USER MUST CEASE TO USE THE SITE AND THE PRODUCT.

1- Description of the Product

- 1.1. The Product is the Driven Properties Instant Property Valuation Tool, an instant valuation tool powered by Property Monitor Software & Services LLC ("**PM**"), a leading automated valuer of residential property.
- 1.2. The User inputs the characteristics of the desired residential property into the tool which include but are not limited to the building name, area, floor number, square footage, number of bedrooms and bathrooms.
- 1.3. Once all the information is inputted, the User is then provided with a report that generally contains (1) an estimated property valuation, (2) an estimated property valuation range considering similar properties in the area that transferred within the last 6 months, (3) sold comparable properties, (4) current property listings, (5) market trend, (6) local market activity, (7) sold properties in the same neighbourhood, and (8) additional information about the location.
- 1.4. The valuation report generated by the Product is based on automated data analytics and publicly available information and is intended solely for informational and indicative purposes. It does not constitute, nor shall it be interpreted as, an official appraisal or valuation performed by a certified property valuer or any form of financial, investment, legal, or real estate advice.

- 1.5. The User acknowledges and agrees that Driven does not guarantee the accuracy, reliability, timeliness, or completeness of the valuation report or any information therein, and that such report may not reflect current market conditions or the specific characteristics of the property beyond the data entered by the User. Accordingly, any reliance placed on the report shall be at the User's sole discretion and risk.
- 1.6. Driven shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use of the Product, including but not limited to any decisions made or actions taken by the User in reliance on the valuation report, or on any subsequent email updates, SMS messages, WhatsApp messages, or any other type of push notification updates received from Driven, whether related to the valuation report or otherwise.
- 1.7. The Product is offered "as is" and "as available", without any warranties of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 1.8. Driven reserves the right, at its sole discretion, to modify, suspend, or discontinue access to the Product at any time and without prior notice, and shall not be liable for any consequences resulting from such changes or interruptions.

2- User Obligations

- 2.1 By accessing the Site and using the Product, the User agrees to use the Site and the Product strictly in accordance with these Terms and all applicable laws and regulations of the United Arab Emirates.
- 2.2 The User undertakes to provide accurate, complete, and current information when using the Product. Driven shall not be liable for any inaccurate or misleading results arising from incorrect, incomplete, or outdated information provided by the User.
- 2.3 The User agrees not to use the Site or the Product for any unlawful, fraudulent, or malicious purpose, or in any manner that could damage, disable, overburden, or impair the proper functioning of the Site or interfere with any other party's use of the Site or the Product.
- 2.4 The User shall not engage in any data mining, data harvesting, data extracting, or any other similar activity in relation to the Site or the Product, nor shall the User attempt to gain unauthorized access to any portion of the Site or to any systems or networks connected to the Site through hacking, password mining, or any other means.
- 2.5 The User acknowledges and agrees that any use of the Product or the Site in violation of these Terms may result in the suspension or termination of their access, at the sole discretion of Driven, without prior notice and without prejudice to any legal remedies available to Driven.

- 2.6 The User shall be solely responsible for maintaining the confidentiality of any personal data or information submitted through the Site and for restricting access to their devices and systems when using the Site.
- 2.7 Driven reserves the right to enhance the security of certain features of the Site by requiring a password and/or account identification. Driven may also, in its sole discretion, require the User to set up an account, change the account password or impose a password reset.
- 2.8 For technical or other reasons, Driven reserves the right to restrict access to certain features or parts of the Site, including the ability to utilize the Product or download any reports.
- 2.9 Driven reserves the right to deny access to its services or to terminate the user account if the User's behaviour gives Driven good reason to do so. For example, in case of violation of these Terms, applicable laws or Driven's policies.

3- Intellectual Property Rights

- 3.1 All content and materials available on the Site, including but not limited to text, graphics, logos, icons, images, audio clips, video content, software, and the layout, design, and structure thereof (collectively, the "**Content**"), are the exclusive property of Driven, its licensors, or content suppliers, and are protected by applicable copyright, trademark, and other intellectual property laws of the UAE and international treaties.
- 3.2 The Product, including its underlying software, algorithms, data processing mechanisms, and output reports, is the intellectual property of Driven and/or its technology partners, including PM, and is licensed, not sold, to the User for limited, personal, and non-commercial use strictly in accordance with these Terms.
- 3.3 Except as expressly permitted under these Terms or with prior written consent from Driven, the User shall not:
- copy, reproduce, modify, adapt, create derivative works from, distribute, transmit, display, publish, sell, license, or otherwise exploit any Content or part of the Product for any commercial purpose;
 - reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or architecture of the Product;
 - use any trademarks, service marks, trade names, or logos of Driven or its partners without express prior written authorization.
- 3.4 Nothing in these Terms shall be construed as granting, by implication or otherwise, any license or right to use any of Driven's or any third party's intellectual property without express written permission.

4- Disclaimers and Limitation of liability

- 4.1 General Disclaimer: The Site, the Product, and any related reports or content (collectively, the “**Information**”) are provided solely for general informational purposes and are intended to serve as a guide only. Nothing on the Site, in the Product, or in any valuation report constitutes or shall be construed as professional advice, or an offer or contract for sale, lease, or any other form of binding agreement. The Information does not take into account the specific objectives, situation, or needs of any particular User.
- 4.2 No Reliance; User Due Diligence: The User must not rely on the Information as a statement or representation of fact. The Information is not a substitute for the User’s own independent enquiries, investigations, inspections, or professional advice. Users are solely responsible for verifying the accuracy, reliability, suitability, and completeness of any information before making any decisions or taking any action based upon it.
- 4.3 Basis of Report Preparation: The valuation report produced by the Product has been conscientiously prepared using independent research, public and private data sources, general industry knowledge, and consultations with third-party market participants. While reasonable care has been taken in its preparation, the report does not account for all market variables and may not reflect real-time market conditions or unique property features.
- 4.4 No Guarantees on Forecasts or Projections: Any financial estimates, future performance projections, or market forecasts provided within the Site or the Product are inherently speculative and subject to a range of assumptions and external factors. No warranty, assurance, or guarantee is given that any such estimates or projections will be realized. Variances between projected and actual outcomes are to be expected and may arise due to market fluctuations, economic events, or other factors outside of Driven’s control.
- 4.5 Accuracy of Third-Party and Submitted Data: Driven relies in part on third-party data providers and information submitted by Users. While all reasonable efforts are made to ensure data reliability, no representation or warranty is made as to the accuracy, timeliness, or completeness of any data used in the preparation of the Product or any related output. All information obtained from external sources is assumed to be accurate and complete unless otherwise stated.
- 4.6 Exclusion of Liability: To the fullest extent permitted by applicable law, Driven, its affiliates, officers, employees, agents, contractors, or licensors shall not be liable to any User or third party for any direct, indirect, incidental, consequential, punitive, or special damages, losses, costs, or expenses, including but not limited to loss of profits, data, opportunity, goodwill, or business interruption, arising out of or in connection with:
- the use of or reliance on the Site, the Product, or any Information;
 - inaccuracies or errors in any valuation report or data;

- the disclosure or transmission of any report to third parties;
- any act or omission beyond Driven's reasonable control.

4.7 Legal and Regulatory Compliance: The User is solely responsible for ensuring that their use of the Product complies with all applicable local, national, and international laws and regulations. Driven assumes no responsibility for matters of a legal, regulatory, or compliance nature.

4.8 No Third-Party Liability: The Information and any valuation report are prepared solely for the use of the User and shall not be relied upon by, or create liability to, any third party to whom the report may be disclosed or otherwise made available. No responsibility is accepted for any third-party use or interpretation of the Information.

4.9 Good Faith: No Implied Warranty: While the Information has been prepared in good faith, Driven makes no express or implied representations or warranties as to its accuracy, completeness, currency, fitness for a particular purpose, or non-infringement. Use of the Product is at the User's sole risk.

5- Personal Data

The User confirms that he/she has read and understood the [Privacy Policy](#) of Driven which explains how Driven collects and processes personal data.

6- Links from the Website

6.1 The Website may contain links to third-party websites or resources that are provided solely for the User's convenience. This includes, but is not limited to, links embedded in advertisements, banner ads, and sponsored links.

6.2 Driven does not control, monitor, or endorse the content, availability, or accuracy of any third-party websites or resources linked to the Website. As such, Driven accepts no responsibility or liability for the content, services, or information provided by any third-party websites, nor for any loss or damage arising from the User's use or reliance on such websites or resources.

6.3 If the User decides to access any third-party websites linked from the Website, they do so entirely at their own risk. The User's access to and use of such third-party websites will be subject to the terms and conditions of use for those websites, and Driven is not responsible for any transactions, interactions, or agreements between the User and any third-party site or service.

7- Governing Law and Dispute Resolution

All matters relating to the Website and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by

and construed in accordance with the laws in force in the Emirate of Dubai, United Arab Emirates without giving effect to any choice or conflict of law provision or rule (whether of the United Arab Emirates or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the courts of Dubai, United Arab Emirates although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your place or country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

8- Waiver and Severability

No waiver by Driven of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Driven to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

9- Entire Agreement

The Terms, the Privacy Policy and the Cookie Policy constitute the sole and entire agreement between you and Driven with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

10- Contact Information

The Site is operated and owned by Driven. In respect of requests for technical support and other communications relating to the Site, you can contact Driven by emailing us at customerservice@drivenproperties.com

For feedback or suggestions, please email us at customerservice@drivenproperties.com

You understand and accept that by using this Website in updating, changing or altering your personal information, address(es) or contact details, you are accepting that Driven may, at its discretion, use such information as an alternative information to send legal notices under these Terms. It is your obligation to immediately inform Driven of any changes to such information.