

Website General Terms and Conditions

Effective date: October 1st, 2022

Welcome to SAFIR GROUP INTERNATIONAL LTD.

Notice: by using the Website, you as the User agree to these Website General Terms and Conditions, which may be amended from time to time at the sole discretion of SAFIR. If you disagree, you must not access or use the Website.

User confirms to have read, understood and accepted all the clauses contained therein.

1. Definitions

In these Website General Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

(The following definitions shall have the same meaning regardless of whether they appear in singular or in plural).

1.1. "SAFIR" shall be understood as the company operating this website: SAFIR GROUP INTERNATIONAL LTD. 102 Aarti Chambers, Mont Fleuri, Victoria, Mahe, Seychelles CRN: 234562.

1.2 "SAFIR Backoffice" shall be understood as an internet portal and its Application Programming Interfaces (API), functioning as a marketplace for Users looking to check and acquire Products and Services from the sellers.

1.3 "Service/s" means the resources made available to the User by SAFIR.

1.4 "User/s" means any visitor of the Website/s.

1.5 "Website/s" means any web-addresses or domain names that SAFIR may establish.

2. SAFIR General Scope

2.1. SAFIR governs the use of all Services provided herein, including but not limited to:

2.1.1. access to <https://safir.com>, as well as using the Website technology to register into SAFIR's Backoffice;

2.1.2. access to and use of the SAFIR Backoffice (SAFIR Backoffice's Terms and Conditions to be confirmed before accessing the SAFIR Backoffice) and

2.1.3. to generate referral links to recommend SAFIR's Products and Services as part of the SAFIR Marketing Programme via the SAFIR Backoffice (Promoters Agreement to be accepted before upgrading an end-User's account into a Promoter's account).

2.2. These Website General Terms and Conditions and their dedicated Parts (hereinafter also referred to as the “Agreement”) apply to all business relationships between SAFIR and its Users in the version that were in effect upon execution of the contract, whether the contract was concluded via the SAFIR website/portal, via mail, E-Mail, or any other electronic means. Typesetting and printing errors reserved.

3. Information, Eligibility and Requirements

3.1. Access to the SAFIR Website is free of charge. Enhanced or improved Services offered by SAFIR are charged at a premium rate. It is the User’s responsibility to make the arrangements necessary in order to access the Website. SAFIR reserves the right to withdraw or amend the Website and any Service provided on the Website at its sole discretion without prior notice.

3.2. Using the Services and/or Website means that the User has read, understood, and accepted these Website General Terms and Conditions, and agreed to the terms and notices contained and/or referenced herein at the User’s sole discretion and risk.

3.3. To be eligible to use the Services, the User must be 18 years or older.

3.4. The availability of SAFIR's Website and Services may vary by country. SAFIR offers Services in compliance with the relevant local laws and regulations of the jurisdiction where it operates. SAFIR does not operate in prohibited jurisdictions. By using SAFIR's Services, the User represents and warrants that is NOT a citizen or resident of the United States of America, Cuba, Iran, North Korea, Syria, or from countries that are affected by an EU or UAE embargo, and that is NOT included in a Sanction list such as the OFAC Sanctions list. Citizens or residents of the aforementioned countries, as well as blacklisted people and entities, are not allowed to use the Services. SAFIR maintains the right to select its markets and jurisdictions to operate in, and may restrict, suspend or deny access or usage of its Services in certain countries at any time. SAFIR may amend or suspend part of or the entirety of any Service or Product dependant on the changes of the laws or regulations in a relevant country, or for any reason, without prior notice or liability to the User.

3.5. The User hereby acknowledges and agrees to indemnify SAFIR, who is held to have no responsibility at all times, against any direct, indirect, consequential, or any damages of any kind, intentionally or unintentionally arising out of or in any way connected with the access or use of Services, including but not limited to those arising from User’s personal error and/or misbehaviour.

3.6. Images and data on and/or pertaining to the Website are protected by copyright, and may not be used without the explicit written consent of SAFIR. The Website contains links to third-party websites, which are operated by such third parties. These links are provided purely for the User’s convenience, and do not indicate any endorsement of the contents of these pages by SAFIR. SAFIR shall not be responsible for the content of any links, and also does not vouch for the content or the accuracy of the material on the third-party websites. If the User decides to access third-party websites through these links, it’s at User’s own discretion and risk. The content of the Website has been checked carefully. Nevertheless, SAFIR does not warrant or guarantee the accuracy, completeness and/or timeliness of the information.

3.7. SAFIR reserves the right to update the Website/s and the Website General Terms and Conditions at its own discretion at any time without any notice to the User. YOUR USE OF THE SERVICES SHALL BE DEEMED AS YOUR FULL ACCEPTANCE OF ANY CHANGES THAT MAY APPLY TO THE WEBSITE GENERAL TERMS AND CONDITIONS.

3.8. If any part of the Website General Terms and Conditions conflicts with any previous version(s), the updated version shall prevail.

4. Data Protection

4.1. As required for implementing the terms under this Agreement, SAFIR collects, stores and processes personal and company-related data of the User, as allowed under the data protection legislation (see SAFIR Privacy Policy available from <https://safir.com>).

4.2. SAFIR uses internationally recognized security technology to protect the Users's data from unauthorized access.

4.3. All enquiries regarding information, amendment or deletion of data may be directed via email through the designated channels provided by SAFIR.

5. How to Contact SAFIR

5.1. To contact SAFIR please send an email to support@safir.com

5.2. When using SAFIR's Contact Tools or contacting SAFIR by any other means, the following rules apply, and you must not communicate, submit, or otherwise do anything that:

5.2.1. is sexually explicit;

5.2.2. sexualises minors in any way (including, but not limited to, child sexual abuse material);

5.2.3. is obscene, deliberately offensive, hateful, or otherwise inflammatory;

5.2.4. promotes violence;

5.2.5. promotes, encourages, incites, or supports acts of terrorism;

5.2.6. promotes or assists in any form of unlawful activity;

5.2.7. defamates another person;

5.2.8. bullies, insults, intimidates, or humiliates another person;

5.2.9. discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;

5.2.10. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

5.2.11. is dishonest or otherwise likely to deceive;

5.2.12. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy, or otherwise uses their personal information in a way that you do not have a right to;

5.2.13. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;

5.2.14. implies any form of affiliation with SAFIR or any other party where there is none;

5.2.15. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trademarks, and database rights) belonging to SAFIR, any of its Affiliates or any other party;

5.2.16. is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence.

5.3. SAFIR monitors any and all communications made using SAFIR's Contact Tools.

5.4. Users accept English as the language to be used for all communication with SAFIR.

5.5. Any personal information sent to SAFIR, whether via SAFIR's Contact Tools or otherwise (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with your rights and SAFIR's obligations under data protection law, as set out in SAFIR's Privacy Policy.

6. Governing Law, Arbitration, Requests and Claims

6.1. These Website General Terms and Conditions shall be governed by and construed in accordance with English law. THE APPLICATION OF THE UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.

6.2. If any dispute, claim, controversy or difference between the Parties arises out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or termination ("Dispute"), then the Parties will attempt to settle it by mediation in accordance with the DMCC Disputes Centre Mediation Rules ("Mediation Rules"), whose rules are deemed to be incorporated by reference into this clause. If the Dispute is not resolved within thirty (30) calendar days after a Party has made a written request for mediation ("Request") in accordance with the Mediation Rules, or either Party fails to participate or ceases to participate in the mediation within thirty (30) calendar days after a Party has made a Request, then the Parties agree that the Dispute shall be finally determined by arbitration in accordance with the Arbitration Rules of the DIFC-LCIA Arbitration Centre ("Arbitration Rules"), whose rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1), who shall be appointed in accordance with the Arbitration Rules. The seat, or legal place of the arbitration, shall be the DIFC, Dubai, United Arab of Emirates. The arbitration proceedings and award shall be conducted and written in the English language.

6.3. Prior to the initiation of a formal Dispute, the Parties shall first attempt to resolve said dispute informally by submitting a Claim ("Claim/s"), as follows:

6.3.1. Any Claims shall be submitted via email to compliance@safir.com.

6.3.2. The User acknowledges and agrees that the User shall attempt, in good faith, to resolve all Disputes with a Claim, prior to submitting a Request.

6.3.3. The Claim should contain information that will help SAFIR identify the user or transaction pertaining to said Claim. This could include, but is not limited to, public address, transaction ID, IP address, time & date of suspicious activity, etc.

6.3.4. During the Claim process, SAFIR may require the User to provide documentation or other information such as receipts, third-party evaluations, police reports, or anything else that SAFIR specifies.

6.3.5. In the event that the Parties are unable to resolve the Claim within sixty (60) calendar days, counting from the date on which the Claim was submitted via email, the User may escalate the Claim as a Dispute for resolution in accordance with Clause 6.2.

6.4. In case of a Dispute or Claim, the User shall not use any SAFIR support channels that are not intended for dispute resolution to submit enforcement inquiries.

6.5. THE USER AND SAFIR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR CLASS-WIDE ARBITRATION OR PRIVATE ATTORNEY-GENERAL ACTIONS OR ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY. Unless expressly agreed by the Parties in writing with a notarised agreement, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

6.6. If any of the policies, terms of conditions of these Website General Terms and Conditions are deemed invalid, void, or for any reason unenforceable, that policies or conditions will be deemed severable and will not affect the validity and enforceability of any remaining policy or condition.