

Service Guru Terms and Conditions

1. INTRODUCTION

Welcome to **Service Guru LLC** ("**Service Guru**"), "**Our(s)**", "**Us**", "**We**"), a **Limited Liability Company located in Masdar City, Abu Dhabi, United Arab Emirates**, a company which provides AI powered industrial technical support to resolve technical issues instantly through Our digital service guru or certified technicians. Service Guru Limited operates through the own property brand "**Servana**". These Terms and Conditions ("**Terms**") are intended to make you aware of Your legal rights and responsibilities with respect to Your access to, and use of, the Website. We shall refer to the end-user of the Website as "**You**", "**Your**", "**User(s)**."

Please read these Terms carefully as by using this Website, you confirm that you have accepted the Terms of use and that you will comply with them. If you do not agree to these Terms, you must not use our Website. Upon accessing the Website, including any version of this Website and/or App that has been amended to geographically suit its Users, you will be asked to consent to being bound by these Terms as well as our Privacy Policy ("**Privacy Policy**") Users are hence advised to review these Terms and our Privacy Policy prior to their use of the Website. These Terms, together with the Privacy Policy, constitute the entire agreement between you and us in relation to Your use of the Website.

2. DEFINITIONS

In these Terms and Conditions, the following terms shall have the meanings hereunder assigned to them:

"Account" means the Account you create using Your electronic mail (email) account to access the Website and/or App;

"AI System" refers to Our AI Guru, which will analyse Your problem and connect You with a qualified Third-Party Technician;

"Applicable Law(s)" means the relevant commercial and/or digital laws of the United Arab Emirates, General Data Protection Regulation and any other country or region from where you are accessing the Website;

"Content" means any information, texts, links, graphics, photos, audio, videos, data, code, or other materials, or arrangements of materials that you can view on, access, or otherwise interact with through the Website;

"Equipment" means the machinery that needs to be repaired by the Third-Party Technician;

"External Sites" has its meaning given to it under clause 3.6 below;

"General Data Protection Regulation" is referred as GDPR;



"Intellectual Property" means all (i) patents, improvements thereof, patent applications and registrations, inventions (whether patentable or not) (ii) trademarks, trade names, trade-mark applications and registrations service marks, domain logos and designs; (iii) copyrights, copyright applications and registrations; (iv) trade secrets, know-how, and other Intellectual Property; and (v) computer systems and applications software, including all documentation and modifications thereof;

"Minor" means an individual below 18 years old;

"Policies" means any terms, conditions, and policies (separate from these Terms), made available on the Website;

"Production" means that needs to be restored by the Third-Party Technician;

"Service" means interacting with the features (including Our AI Systems) provided in the Website;

"Site" means the place where the Plant is to be installed, including as much of the surrounding area as is necessary for unloading, storage, and internal transport of the Plant and installation Equipment;

"Spare Part(s)" mean the parts used by the Third-Party Technician to repair an equipment or restore a Production;

"Terms" means the terms of these Terms and Conditions;

"Third-Party Technician" means a qualified external service provider. Once our AI System understands Your problem, a Third-Party Technician will be connected to provide specialised support;

"Users" means the Account holder or the Users of the Website;

"VAT" refers to the applicable value added tax;

"Website" refers to <https://servanaservice.com> owned by Service Guru;

"Working Hours" means from 9 am to 5 pm (GST) and;

"Works" means the equipment repair, and Production restoration carried out by the Third-Party Technician. If the Works shall be according to the contract to be taken over by separate sections intended to be used independently from each other, these conditions shall apply to each section separately. The term **"Works"** shall then refer to the section in question.

3. USE OF THE WEBSITE

- 3.1. In order to use and access certain features of the Website, the User may create an Account using their email address. In order to create an account on our Website, the User must provide complete and accurate information, and warrant to update such information as and when required. The User must keep their password confidential and is solely responsible for maintaining the confidentiality and security of their own Account, all changes and updates submitted through their Account, and all activities that occur in connection with their Account. The User is encouraged to use strong



eight (8) character passwords, with a combination of upper-case and lower-case letters, and numbers.

- 3.2. In creating an Account, you represent and warrant that all information provided to us in such process is true, accurate, and correct, and that you will update Your information as and when necessary, in order to keep it recent. You may not impersonate any person or entity, create, or use an Account for anyone other than Yourself, provide an e-mail address other than Your own, provide or use false information to obtain access to the Website that you are not legally entitled to claim, or otherwise mislead as to the origin of a card or other content. You acknowledge that any access to the Website using falsely claimed Accounts may cause us, or third parties, to incur substantial economic damages and losses for which you may be held liable and accountable.
- 3.3. The User represents and warrants that you are at least eighteen (18) years of age and are able to enter into legally binding agreements.
- 3.4. We reserve the right to amend these Terms at any time without prior notice, and the Users' continued use of the Website following the amendments represents the Users' agreement to be bound by the Terms as amended. It is hence the responsibility of each User to review these Terms regularly while using the Website.
- 3.5. We may, from time to time, decide to change, update, or discontinue certain features of the Website. You agree and understand that we have no obligation to store or maintain Your Identification Document or other information you provide via Our AI System, except to the extent required by the Applicable Law(s).
- 3.6. The Website may include advertisements with external links on third-party websites ("**External Sites**"). We do not investigate, review, endorse, represent, or control the content of any External Sites, unless otherwise expressly stated in these Terms. We shall not be held responsible or assume any liability towards the content displayed on External Sites. External Sites may collect Your data, send cookies, solicit personal information or otherwise, and you are responsible for reviewing the External Site's terms and conditions and privacy policy and you hereby acknowledge that you access, browse, link, and/or bookmark the External Sites at Your own risk.
- 3.7. Some Content you see or otherwise access on, or through the Website is used for commercial purposes, you agree and understand that we may place advertising and promotions on the Website.
- 3.8. In the event of any breach or violation of any Terms hereunder, Service Guru reserves the right to pursue legal remedies available under the Applicable Law(s).
- 3.9. The material on this Website, unless expressly stated otherwise, this information does not constitute an offer or inducement to enter into a legally binding contract and does not form part of the Terms for such Services.



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- 3.10. You consent that should you decide to link and integrate Your email account with Service Guru.
- 3.11. You retain the option to grant access to one or more of Your email accounts by explicitly consenting to each account individually. It is important to note that Your consent for any of the aforementioned actions is entirely voluntary, and you may discontinue email account access at any time.
- 3.12. We do not access, open, or read personal emails.
- 3.13. We may obtain supplementary information about you, including data intended to aid in the detection of fraud and safety concerns, from third-party service providers and partners. This information may be combined with data we already possess. Additionally, information about Your activities and experiences, as well as interactions, may be received from partner advertising networks.
- 3.14. The information is not intended to be taken as advice. The information on this Website is general in nature and should not be considered as personalized advice for industrial Equipment.
- 3.15. You are solely responsible of your own due diligence and making any decisions that may impact the repair of the Equipment and restoration of the Production.
- 3.16. This is not an offer, solicitation of an offer, or advice to use the Service Guru Services.

4. SERVICES

- 4.1. All information and data contained via the Website and/or App shall not be disclosed to anyone except You.
- 4.2. Upon the connection with the Third-Party Technician, all information and data contained in general product documentation and price lists shall be binding only to the extent that You accept the quotation.
- 4.3. All information and technical documents relating to the Works submitted by You to the Third-Party Technician shall remain Your property.
- 4.4. Drawings, technical documents or other technical information received by Us shall not, without Your consent be used for any other purpose than that for which they were provided. Such drawings, and technical documents shall not be used, copied, reproduced, transmitted or communicated to a third-party (excluding the third-party technician) without the consent of the submitting party.
- 4.5. Once You are connected with the third-party technician, We shall not be responsible for (a) the collection of the necessary information required for repairing the Equipment and restoring the Production; and (b) completion of the Works.
- 4.6. You shall carry out all preparatory work necessary to ensure that the conditions required for the repair of the Equipment and the proper operation of the Works are met.



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- 4.7. If an error or omission in the drawings, information, or repair is discovered by You within eighteen (18) months of completion of Works, the costs of any necessary remedial work shall be borne by the third-party technician.
- 4.8. You agree that We shall not be responsible for any error or omission of the Third-Party Technician or performance of their obligations.

5. USERS DEFAULT

- 5.1. Pursuant to clause 4.6, if You anticipate that You will be unable to fulfil, in a timely manner, Your obligations necessary for carrying out the repair of the Equipment or restoration of the Production, You shall promptly notify Us in writing, stating the reasons and a revised timeline.
- 5.2. Provided that You fail to notify Us, then We may at Our own discretion choose to cancel the Service. Provided that any costs incur during the process, You shall pay Us.

6. PRICES

The prices stated in the quotation are fixed and exclusive of VAT. Such prices do not include installation or materials for this purpose unless specified in the quotation.

7. TERMS OF PAYMENT

You shall pay Us within thirty (30) days of invoice date.

8. RISK OF LOSS

- 8.1. You shall bear the risk of loss or damage to any spare parts intended for the repair of the Equipment or the restoration of Production upon delivery to Your site, regardless of whether the Third-Party Technician undertakes or participates in the repair or restoration process.
- 8.2. You specifically agree to obtain insurance with respect to (a) any Spare Parts in transit, and (b) fire and extended coverage on any Spare Parts, naming Us as an additional insured and, upon request, providing Us with certificate of insurance.

9. REMEDIES

If You default in paying or performing any of Your obligations, or becomes subject to insolvency, receivership or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or any Product, and/or Spare Parts is misused or substantially damaged, or You, without the prior written consent of Service Guru, sells, transfers, leases or mortgages the same, or moves it to another site, or any lien is place thereon, or other persons acquire an interest therein, or it is seized or attached by process of law, then in any such event, We, with or without notice, may treat all amounts owing by You, regardless of maturity date, to be immediately due and payable (subject to such



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credits as required by law); and when You are in default, We may repossess any Product, and/or Spare Parts by any means available as per the Applicable Law.

10. INTELLECTUAL PROPERTY

All Intellectual Property rights in and to the Spare Parts, including but not limited to designs, drawings, specifications, software, documentation, and any related technical information, whether registered or unregistered, shall remain the exclusive property of Us. Nothing in these Terms shall be construed as transferring any such rights to You, except for a non-exclusive, non-transferable license to use the Spare Part for its intended purpose in connection with the Works.

11. WARRANTIES AND DISCLAIMERS

- 11.1. We shall have no obligation if all payments from You have not been made, or the Equipment becomes defective in whole or in part as a result of installation or repairs by a Third-Party Technician or You, or as a result of removal, improper use, operation above related capacities, or misapplication thereof after it has been delivered to You.
- 11.2. We do not warrant the compatibility of the Equipment with the goods of other manufacturer.
- 11.3. You agree and acknowledge that the Website is provided on an “as is” basis. Except as otherwise specifically set forth herein, Service Guru does not make, and hereby disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability, quality, fitness for a particular use or purpose, technical performance, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of Services.
- 11.4. We make no warranty that the Website, or Our AI will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty as to the accuracy, timeliness, completeness, or reliability of any Services obtained through the Website. No information provided through the Website or by Us, whether in oral or written form, will create any warranty not expressly made herein. Your reliance upon the Website and AI’s input including but not limited to the recommended Third-Party Technician is solely at Your own risk.
- 11.5. You agree the inherent security risks of providing information and dealing online over the internet and will not hold Service Guru responsible for any breach of security.
- 11.6. We take no responsibility and assumes no liability to You for any Services, including but not limited to any losses, damages, or claims arising from: (i) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses; (ii) server failure or data loss; (iii) blockchain networks, cryptocurrency wallets or corrupt files; (iv) unauthorized access to Services; or (v) any third-party activities, including without limitation the use of viruses, phishing, brute forcing or



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other means of attack. We are not responsible for any loss or damage thereto, nor are we liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter.

- 11.7. We do not process personal data in regards to racial, and ethnic origin, political opinions, religious, philosophical beliefs, or trade union membership.
- 11.8. We recognize that We will take the responsibility to notify the controller, when alerted about the data breach.
- 11.9. You consent that We may store, record, or document any information, exchanged between You, Us and/or third-party technician, and that We use the most up-to date applications and security systems to ensure that all data entered online, through the Website, is encrypted.
- 11.10. We recognize that You can ask to erase, the personal data or object at any time to the processing of their personal data, including Identification Document, images, Your voice, subject to the Applicable Law.
- 11.11. You must ensure the accuracy and authenticity of any and all information You supply to Us through the Website including, but not limited to, personal data, as well as information supplied by You on behalf of any third-party You wish to refer to Service Guru.
- 11.12. You acknowledge that We will process personal data including, but not limited to, names, and e-mail addresses, in order to provide continued access to the Website, make improvements to the Website, and prevent unauthorized use of the Website.
- 11.13. You agree that We are not responsible now or at any time in the future for any unauthorized access including, but not limited to, any virus or other harmful code that may infect Your computer, tablet, smartphone, or any other such device as a result of using the Website.
- 11.14. You shall be responsible for obtaining, maintaining, and setting up any Equipment and/or hardware required to access and use the Website and You shall take responsibility for the protection of this Equipment and/or hardware by using up-to-date virus protection, personal firewalls, and any other suitable measures You deem necessary to ensure the security of the Website is not compromised.
- 11.15. You accept that We may be required to suspend access to the Website for periodic maintenance and/or unforeseen downtime and may do so at Our own sole discretion without serving any prior notice.
- 11.16. All interactions between You and Us must be carried out in a responsible, ethical, professional, and legal manner.
- 11.17. We may do any or all of the following without notice:
 - i. Investigate Your use of the Website as We deem appropriate to comply with any Applicable Law(s), regulation(s), government request(s), or legal process(es);



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- ii. Terminate Your access to the Website, and suspend Your Account temporarily or indefinitely, upon Our determining on whether You have violated these Terms and;
 - iii. Edit the Website, and any Content, update the AI System , without giving You prior notice.
- 11.18. While using the Website, You make the following representations and warranties to Service Guru:
- i. You are eighteen (18) years of age or older and are legally allowed to use the Website and;
 - ii. You acknowledge and understand that You are solely responsible for any information you may choose to disclose to Service Guru.
- 11.19. In the event, a Minor has (i) created an Account; (ii) used an Account belonging to the parent/guardian/adult; and/or (iii) used the Website for any purposes, the Account holder and/or You warrant and represent that such actions are performed under the guidance of an adult after obtaining the relevant consent from the parent/guardian/adult. You accept that the Minor is bound by the same Terms and agrees that We are not liable or responsible for Your failure to act in accordance with this clause.
- 11.20. When You visit the Website, or send Us an e-mail, You are communicating with Us electronically, and You hereby consent to receiving communications from Us electronically. We will communicate with You primarily by e-mail but may use other methods such as telephone or messages on the Website to communicate if We deem necessary. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing. You agree to provide Us with Your current and active e-mail address.
- 11.21. We may share Your personal information with Service Guru's partners, and third parties licensed to access Your personal information. This will include any third-party aggregators partnered with the Website including, but not limited to, third-party payment facilitators, and any other platform and/or entity that We are engaged with in enhancing Our business from time to time.
- 11.22. You are responsible for taking all reasonable steps to ensure that no unauthorized person receives access to Your passwords or Accounts. You grant Us and all other persons or entities involved in the operation of the Website the right to transmit, monitor, retrieve, store, and use Your information in connection to the operation of the Website. We do not assume any responsibility or liability for any information You submit, or third parties' use or misuse of information transmitted or received using Website tools and Services.



11.23. We hereby exclude any and all other representations and warranties relating to the subject matter of these Terms, the Website, and use of the Website in any manner other than expressly stated herein.

12. PRIVACY POLICY

12.1. In order to provide the Service, we need information about You, and We only use Your information when we have a legal basis to do so. Please refer to our Privacy Policy to help You understand what information We collect, how We use it, and what choices You have when You use Our Website.

12.2. We adopt standard data collection, storage, processing practices, and security measures in accordance with federal laws of the United Arab Emirates, and GDPR in order to protect against unauthorized access, alteration, disclosure, or destruction of Users' data stored on Our Website.

12.3. You agree and acknowledge that We reserve the right to change these general practices at any time and at Our sole discretion.

13. LIMITATION OF LIABILITY

13.1. In no event, shall We be liable for anticipated or lost profits or for damages on account of negligence or for direct, proven, incidental or consequential damages.

13.2. We shall not be liable for any damage to the Equipment caused by the Works after taking-over and whilst the Works are in the possession by You and/or Third-Party Technician.

13.3. We shall not be liable for any damage to any Spare Parts of the Equipment by You or a Third-Party Technician (including any other third-party).

13.4. We shall not be liable for any acts, omissions, or failures in performance by any Third-Party Technician, regardless of whether they were referred, recommended, or connected through our AI System and/or website.

13.5. You understand and agree that in no event shall the officers, directors, employees, agents, or licensors of Service Guru shall be held liable for any indirect, incidental, special, exemplary, or consequential damages arising out of or in connection to any Service, including, but not limited to, any damages resulting from loss of use, data, or profits, whether or not we have been advised of the possibility of such damages, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms, or from: (1) the use or inability to use the Website or Service; (2) inaccurate information provided on the Website; or (3) any other matter related to the Website, AI System, Content, whether based on warranty, Intellectual Property, contract, tort (including negligence), Service liability or otherwise.

13.6. We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect Your computer and mobile



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Equipment, programs, data, or other proprietary material due to Your use of Our Website or Your downloading of any material posted on it.

13.7. We shall not be held responsible for the quality, accuracy, or legitimacy of any information provided by Our AI System and/or Us to You through the Website. You hereby acknowledge and agree that Your acceptance of information provided by Us is of Your own choice and We shall not be held liable for any loss or damage resulting from Your reliance on any information, conversations outputted by Our AI System, Services or Content thereof made available to You.

13.8. You agree that You will not bring any claim against Us or any of Our officers, directors, employees, agents, and licensors in respect of any losses You suffer in connection to the Website or these Terms.

14. INDEMNITY

You agree to indemnify, defend, protect, and hold each of Us and Our respective officers, directors, employees, agents, and licensors, harmless from and against any/all claims, actions, demands, liabilities, settlements, lawsuits, and costs of every kind pertaining to any violation of the law or these Terms, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, Your access to, or use of the Website and Service, or Your violation of these Terms.

15. VIOLATIONS

15.1. If We become aware of any possible violations of these Terms by You, then We reserve the right to investigate such violations. If, as a result of the investigation, We suspect or have reason to believe that criminal activity has occurred, then We shall refer the matter to any relevant applicable legal authorities.

15.2. We are entitled, except to the extent prohibited by the Applicable Law(s), to disclose any information or materials on the Website, to:

- i. Comply with Applicable Law(s), legal process(es), or governmental request(s);
- ii. Enforce the Terms;
- iii. Respond to Your requests for customer Service, provided no confidential information is being divulged (customer Service will only have access to details that will aid them in responding to queries regarding Your Order(s), Account, or access to the Website and/or App); or
- iv. Protect the rights, property, or personal safety of Service Guru, its Users, or the public, and all enforcement or other government officials, as We in Our sole discretion deem to be necessary or appropriate.

15.3. In the event that You have violated these Terms, We can temporarily suspend Your Account or indefinitely terminate the Account at Our sole discretion.



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16. SEVERABILITY

If any court or competent legal authority decides that any of the provisions or paragraphs of these Terms are invalid, unlawful, or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by the Applicable Law(s).

17. WAIVER

- 17.1. If We fail to insist upon strict performance of any of Your obligations under these Terms, or if We fail to exercise any of the rights or remedies to which We are entitled under these Terms, this will not constitute a waiver of such rights or remedies and will not relieve You from compliance with such obligations.
- 17.2. Waiver by Us of any particular default(s) will not constitute a waiver of any subsequent default(s).

18. THIRD-PARTY RIGHTS

These Terms are between You and Us. No other third-party shall have any right to enforce any of its terms, unless expressly stated in these Terms, or as authorized in writing by Us.

19. FORCE MAJEURE

- 19.1. We shall not be responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control including, but not limited to, acts of God, internet failure, malfunction of data/database/software, Service errors, updates to the Website (including, but not limited to, maintenance, repairs, bugs, fixtures, and any other technical issues on the Website), or otherwise, fire, flood, severe weather, explosion, war, riot, civil commotion, act of terrorism, industrial dispute (whether or not involving Service Guru's employees), epidemics, pandemics, lockdowns, cancellations due to outbreaks of viruses, or acts of local or central government or other competent authorities.
- 19.2. We reserve the right to postpone, cancel, or provide a refund as it deems fit in the event of a force majeure. Any refunds are subject to Our sole discretion.

20. GOVERNING LAW AND JURISDICTION

21. These Terms shall be governed by, and construed in accordance with the laws of the Dubai International Financial Centre ("**DIFC**"), and Parties agree to submit any dispute or disputes arising hereunder to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre ("**the DIFC Courts**") in the English language.



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22. CONTACT INFORMATION

For further inquiries or comments about Service Guru's Website, or these Terms and Conditions, please contact Us at info@servanaservice.com

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