

TERMS AND CONDITIONS

Welcome to **dubadu.com**! By accessing or using our website, you agree to comply with and be bound by the following Terms and Conditions. Please read these carefully before using our website.

1. ACCEPTANCE OF TERMS AND CONDITIONS

1.1. By accessing or using **dubadu.com** (hereinafter referred to as "the website" or "DUBADU"), you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, along with any related guidelines, policies, or notices referenced herein. These Terms and Conditions apply to all users of the website, including but not limited to visitors, registered users, and service providers.

1.2. Your use of the website signifies your unconditional acceptance of these Terms and Conditions. If you do not agree with any part of these Terms and Conditions, or if you are unable to comply with them for any reason, you must immediately discontinue your use of the website, its services, and any related content.

1.3. Furthermore, by using the website, you confirm that you meet the minimum legal age requirements in your jurisdiction to form a binding contract with DUBADU. If you do not meet these requirements, you are prohibited from using the website or creating an account. Additionally, you may only use DUBADU in a manner that complies with all applicable local, state, national, and international laws and regulations.

1.4. By accepting these Terms and Conditions, you also agree to abide by all of our rules, policies, and guidelines provided on the website, including, but not limited to, our Privacy Policy, Cookie Policy, and any other documents referenced in these Terms and Conditions. These policies are designed to protect both the users and the integrity of the website.

1.5. If you violate any provision of these Terms and Conditions or fail to comply with the rules and policies governing the use of DUBADU, your account may be immediately suspended or terminated. This includes, but is not limited to, providing false or misleading information, or engaging in prohibited activities.

2. DESCRIPTION OF DUBADU SERVICES

2.1. DUBADU is a revolutionary real estate platform designed to enhance the property search experience by utilizing engaging video reels. Unlike traditional listings that rely on static images and text descriptions, DUBADU allows users to explore properties through immersive, dynamic videos, giving a more realistic and interactive view of potential homes and investments.

3. CONTENT OF THE WEBSITE

3.1. The content on the website, including any video reviews, is for informational purposes only.

3.2. We will use reasonable efforts to ensure that the information, including video reviews, contained on the website is accurate and up to date at the time of its preparation; however, it may become outdated over time. Your use of the website is at your sole risk, and we do not accept liability for any loss or damage of any kind arising from any inaccuracy or omission on the website or your use of or reliance upon any information or video reviews on the website.

3.3. While we provide video reviews to offer a more interactive perspective of the properties, it is not possible to provide more than a general impression of the quality and specifications of the homes displayed on the website. All artist's impressions, photographs, video reviews, site plans, house layouts, maps, and information contained in or on this website are for guidance only. Any illustrations or video reviews shown are impressions of how the site or property may look and are indicative only. You are advised to make specific inquiries and obtain written confirmation of any information upon which you subsequently intend to rely.

3.4. We do not warrant that the website, its content, video reviews, or the server(s) that make it available are error or virus-free or free of other harmful components, or that your use of this website will be uninterrupted.

3.5. If you are dissatisfied with the website or any content, video reviews, or material on it, your sole and exclusive remedy is to discontinue use of the website.

4. USER ACCOUNTS AND SECURITY

4.1. To access certain features or services on DUBADU, users may be required to create an account. When creating an account, you agree to provide accurate and up-to-date information. You are solely responsible for maintaining the confidentiality and security of your account credentials, including your username and password. Any activity conducted under your account will be considered your responsibility, whether or not you authorized it. We strongly advise you to choose a secure password and to update it regularly.

4.2. If you suspect any unauthorized use of your account, or if your account security has been compromised, you must notify us immediately at info@dubadu.com. We are not responsible for any loss or damage resulting from unauthorized access to your account due to your failure to safeguard your credentials.

5. PROPERTY LISTING

5.1. All property listings on DUBADU are provided by third-party real estate agents. While we strive to ensure that property information is accurate and up-to-date, DUBADU does not guarantee the accuracy, completeness, or reliability of the details provided, including property descriptions, pricing, availability, or any visual representations. The responsibility for verifying this information lies with the user.

5.2. Any questions or concerns regarding a property listing should be directed to the respective agent as specified in the listing. DUBADU serves as an intermediary platform and is not involved in the actual real estate transaction process.

6. USER CONDUCT

6.1. By using our website, you agree to adhere to the following standards of behavior. You are strictly prohibited from:

6.1.1. Posting or transmitting any content that is illegal, harmful, offensive, defamatory, fraudulent, or that violates the rights (including privacy rights) of others.

6.1.2. Engaging in any behavior that could interfere with, disrupt, or negatively affect the normal operation or security of our platform.

6.1.3. Attempting to gain unauthorized access to any part of the website, including servers, systems, or databases, or engaging in activities such as hacking, phishing, or spreading malware.

6.1.4. Reproduce, modify, distribute, or reverse-engineer any part of the platform without permission.

- 6.1.5. Post unsolicited messages, impersonate others, or introduce malicious software.
- 6.1.6. Interfere with the security or integrity of the platform.
- 6.1.7. Conduct automated scraping or use DUBADU to create competing services.

6.2. Violation of these conduct rules may result in the suspension or termination of your account, and in serious cases, legal action may be taken.

7. INTELLECTUAL PROPERTY

7.1. The intellectual property rights to all video and photo materials that the user uploads or places on DUBADU remain the sole property of the user. This includes all original content created by or on behalf of the user for the purpose of listing properties on the website.

7.2. By uploading or placing content on DUBADU, the user grants DUBADU a non-exclusive, royalty-free, worldwide license to use, display, reproduce, and distribute the Content for the purpose of operating, promoting, and advertising the platform. This license is granted free of charge and allows DUBADU to post and utilize the uploaded Content in connection with the services offered, but it does not transfer ownership of the content to DUBADU.

This ensures that the user retains full ownership of their intellectual property while granting DUBADU the necessary rights to showcase and promote the Content.

7.3. You may view website pages, display the website on your computer screen, and print or download extracts for personal or professional use, provided that such use is related to the legitimate business of listing, promoting, or facilitating property transactions through DUBADU. If you are an agency or authorized user posting listings or related content, you may access and utilize the site for commercial purposes in line with DUBADU's services.

However, any other commercial use of the website, including the reproduction, distribution, or republishing of content not related to property listings or real estate promotion, is prohibited without the prior written consent of DUBADU.

7.4. No part of the website may be reproduced on, transmitted to, or stored on any other website or in any other form of electronic medium by the user without express written consent of DUBADU.

8. PAYMENT AND FEES

8.1. Certain services offered on DUBADU may require a payment or service fee. All applicable fees will be clearly listed on the website and are subject to change. Payment must be made using the approved payment methods provided on the website. Users are responsible for ensuring that they have sufficient funds and are responsible for any applicable taxes.

8.2. All transactions are subject to the terms of service provided by third-party payment processors. DUBADU is not responsible for any issues or disputes arising from payments, and users should contact the payment provider directly in such instances.

8.3. Refund policies for payments made through DUBADU depend on the specifics of each individual transaction. All details regarding refunds, if applicable, are outlined in the agreement made with the relevant party during the transaction. It is the user's responsibility to review the terms of each agreement before proceeding with payment.

If you wish to request a refund, please contact us at info@dubadu.com with the details of your transaction. Each request will be reviewed based on the specific terms of the transaction agreement.

9. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

9.1. DUBADU is not liable for any direct, indirect, incidental, or consequential damages arising from the use of our platform, including but not limited to those resulting from property transactions, loss of data, or business interruptions. The platform serves solely as an intermediary for real estate discovery, and DUBADU does not take responsibility for disputes or issues between users and third-party service providers.

9.2. By using the platform, you agree to indemnify and hold DUBADU, its affiliates, employees, and agents harmless from any claims, damages, losses, liabilities, and legal expenses that arise from your use of the platform, your violation of these Terms and Conditions, or your infringement of any third-party rights, whether based in contract, tort, or other legal theory.

9.3. DUBADU provides all content on the website “as is”, without any express or implied warranties, except those that may not be excluded under applicable laws. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement under the laws of any applicable jurisdiction. DUBADU does not guarantee that the website will be error-free, uninterrupted, secure, or free from viruses or other harmful components. Furthermore, no warranty is made regarding the reliability, accuracy, or timeliness of the content.

10. MODIFICATIONS TO TERMS AND CONDITIONS

10.1. We reserve the right to update or modify these Terms and Conditions at any time to reflect changes in our services, legal requirements, or business practices.

10.2. In the event of any modifications, we will notify registered users via email. The updated Terms and Conditions will take effect five (5) business days after the notification has been sent.

10.3. It is your responsibility to review the updated Terms and Conditions. By continuing to use the platform after the changes take effect, you signify your agreement to the revised Terms and Conditions. If you do not agree with any modifications, you must discontinue using the platform.

11. JURISDICTIONAL LIMITATIONS

11.1. The services offered by DUBADU may not be available in all jurisdictions. Users are responsible for complying with the laws applicable to their region, and certain rights or obligations under these Terms and Conditions may not apply to all users.

12. PRIVACY POLICY.

12.1. DUBADU will collect, use, store, and disclose personal information in accordance with our Privacy Policy. Please consult your Privacy Policy for more information on how we handle your personal data, including details on retention periods and user rights.

13. AGE RESTRICTIONS

13.1. The use of our website is only permitted for individuals who have reached the age of majority or have full legal capacity in their country of registration. If you are under the age of majority as defined by your local jurisdiction, you may use this website only with the written consent of your parents or legal guardians.

By using the website or creating an account on DUBADU, you confirm that you have reached the age of majority, or that you have obtained the necessary consent from your parents or guardians, allowing you to use our website.

13.2. We reserve the right to request proof of age and, if necessary, to delete accounts of individuals who are unable to provide such proof.

14. DATA BREACH NOTIFICATION

14.1. We take data breaches seriously and implement all necessary measures to prevent them. In the event of a breach involving your personal information:

14.1.1. We will notify you as soon as reasonably possible and no later than 30 days after discovering the breach, in accordance with applicable laws.

14.1.2. If required by law, we will also notify relevant authorities.

The notification will include details of the breach, what information was compromised, and steps you can take to protect yourself.

15. SEVERABILITY

15.1. If any provision of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions will continue in full effect. Any invalid provision will be replaced by one that most closely matches its intent.

16. FORCE MAJEURE

16.1. DUBADU will not be held liable for any delay or failure to perform its obligations under these Terms and Conditions if such delay or failure results from events beyond its reasonable control, including but not limited to:

16.1.1. Natural Disasters: Such as earthquakes, floods, fires, or other extreme weather conditions.

16.1.2. Acts of Government: Including laws, regulations, actions, or orders imposed by any governmental authority, military actions, or civil disturbances.

16.1.3. Technical Failures: Such as telecommunications failures, server crashes, cyber-attacks, or disruptions to internet services.

16.1.4. Labor Disputes: Including strikes, lockouts, or labor shortages.

16.2 In the event of such a force majeure situation, DUBADU will make reasonable efforts to notify you of the delay or disruption. The affected obligations will be suspended for the duration of the force majeure event, and DUBADU will take reasonable steps to resume normal operations as soon as possible.

17. LITERARY PROPERTY

17.1. If a user uploads their own content to DUBADU, they are required to ensure that any media included in such content (including music, videos, images, or other creative works) is lawfully licensed for commercial use.

Lawfully licensed media refers to:

17.1.1. Content created by the user or for which the user has full ownership rights.

17.1.2. Content obtained from royalty-free libraries or platforms with licenses that permit commercial use.

17.1.3. Content licensed through appropriate agreements with copyright holders that explicitly allow for the intended use on platforms like DUBADU.

If you are unsure about the licensing of any media you intend to use, consult legal resources or copyright guidelines to ensure compliance.

17.2. Users agree and warrant that they will only use media (music, videos, images, etc.) for which they hold the appropriate rights or have obtained proper licensing to avoid any copyright infringement.

17.3. DUBADU does not distribute pirated content and enforces strict policies to monitor the lawful use of all media. If you are a copyright holder and believe your rights have been infringed on our platform, please contact us immediately at info@dubadu.com. We will promptly investigate and, if necessary, remove the infringing content. This notice serves as a reminder that content creators are solely responsible for ensuring the legality of the media they use.

Upon receiving a copyright infringement claim from a legitimate rights holder, DUBADU will:

17.3.1. Acknowledge receipt of the claim within 48 hours and begin an internal verification process.

17.3.2. Review the provided evidence and the content in question to determine if the claim is valid.

17.3.3. Take action, if necessary, within 10 business days of verifying the claim. This action may include removing the infringing content and notifying the user responsible.

17.4. DUBADU serves solely as a platform for users to share their content and does not create or manage user-generated material. However, we will take necessary measures, including the removal of content, if authors are found to have violated copyright laws.

17.5. DUBADU strongly advises content creators to familiarize themselves with copyright laws and licensing requirements. Resources such as copyright organizations, royalty-free media platforms, and legal professionals can provide valuable information. Users are responsible for ensuring that all media used is properly licensed for commercial purposes.

17.6. Users who repeatedly violate copyright laws or these Terms and Conditions may face stricter penalties, including:

17.6.1. Temporary suspension of their account.

17.6.2. Permanent termination of their account if multiple violations occur.

DUBADU maintains a record of copyright infringement incidents and reserves the right to escalate actions against repeat offenders.

18. USER PARTICIPATION IN EVENTS & PROMOTIONS

18.1. If the user participates in events, promotions, or activities organized by DUBADU, they acknowledge and agree that they may appear in photos or videos taken during such events. These materials may be used by DUBADU for advertising, social media campaigns, website content, and other promotional or marketing activities. The user further agrees that their participation does not entitle them to any compensation or royalties. If the user does not consent to the use of their image in this manner, they must refrain from attending such events or submit a written request for removal to DUBADU.

If you have any questions regarding these Terms and Conditions, please contact us at info@dubadu.com.

Effective Date: February 27, 2025