

WWW.WHITEME.NET - STANDARD TERMS AND CONDITIONS

Please read these terms and conditions of use carefully before using the Site.

Welcome to www.whiteme.net (the “**Site**”) owned and operated by White Middle East Limited (“**WME**”). Your use of the Site is conditional upon your acceptance of the terms and conditions of use set out below (these “**Terms and Conditions**”).

1 Definitions

In these Terms and Conditions unless the context demands otherwise:

“**Couple(s)**” means the marrying couple (or individual forming part of such couple) who has compiled the Gift List and/or is using the directory and/or planning tools available on the website;

“**Gift**” means an item offered for sale via the Site and/or purchased by a Guest as a gift for that Couple’s wedding under the Gift List.

“**Gift List**” means the list of Gifts compiled by the applicable Couple;

“**Guest(s)**” means the persons purchasing from the applicable Gift List for the applicable Couple;

“**including**”/“**includes**” means ‘including/includes but not limited to’;

“**Partner Store**” means any of the stores on the website offering their range of products for couples to select from and compile their Gift List

“**Site**” means www.whiteme.net, the website providing wedding gift list registration and administration services as designated by WME;

“**Wedding Day**” means the date of the Couple’s wedding ceremony;

“**WME**” means White Middle East Limited

“**You, Your**” means the users of the Site, the Guests and/or the Couples as the case may be.

2 Use of the Website

By accessing or using the Site, You agree to accept these Terms and Conditions for each and every visit to the Site. If You do not agree to these Terms and Conditions You should not access or use the Site.

In accepting these Terms and Conditions, You warrant and represent that:

- a) the personal information provided by You in order to use the Site is accurate and true;

- b) You will notify us immediately of any changes to such personal information by contacting our Gift List representative;
- c) You will not impersonate any other person or entity or use a false name or a name You are not authorized to use;
- d) You will abide by all the local laws applicable in the use of the Site, the purchase of Gifts and WME's services;
- e) You shall be solely responsible for all actions and the content of transmissions in any form made by You through the Site or to WME;
- f) attempt to gain unauthorized access to the Site or portions of the Site that are restricted from general access;
- g) interfere with the security or otherwise abuse the Site or any services, system resources, accounts, servers or networks connected to or accessible through the Site;
- h) use the Site in any manner that could damage, disable, overburden or impair the Site;
- i) harvest or otherwise collect information about others, including e-mail addresses.

3 Changes to Terms and Conditions

We reserve the right to modify or change any part of these Terms and Conditions at any time. Changes will be effective when notice of such change is posted on the Site. If any change is not acceptable to You, You must discontinue use of the Site immediately. Your continued use of the Site after notice of change is posted on the Site will be considered acceptance of the changes to the Terms and Conditions.

4 Creating A Gift List At White

4.1 Setting up the Gift List

Gift Lists can be fully created and managed online. Couples can create one or more Gift Lists with any of the Partner Stores featured on the Site. Gift Lists are separated by Partner Store. Couples may browse gifts ideas online by viewing the on-line catalogue of products with color pictures and descriptions offered by Partner Stores on the Site. Once the Couple has decided on the Gifts to be included in the Gift List(s) they can create the Gift List(s) simply by selecting products from the Partner Store they choose, adding the items to the Gift List and saving. The List(s) will then be available on the Site with color pictures and brief description on each product viewable in a separate List for each Partner Store. The List can be viewed, managed and edited on the Site, through a log-in and password.

The list can be created at any time before the wedding, and stays open up to six months after the Wedding Day, or later if requested.

4.2 Registration

To register, a Couple will be required to submit some basic information. If a Couple does not supply this basic information, You will not be able to create an account. We will use this information in the ways outlined in our Privacy Policy, which You should read before registering with us.

When registering, You will provide a password to use to access your account. You are responsible for keeping Your password confidential, and agree that You are entirely responsible for all activities and transactions under Your account with us. You agree to notify us immediately you become aware of any breach of security relating to the service so that we can take steps to remedy such breach.

4.3 Gifts Pricing Policy

All gifts are priced by the Partner Stores and may or may not differ from in-store prices, especially during sale periods. By accepting these Terms & Conditions, You are fully acknowledging this fact. As such, You should visit the relevant Partner Store to view in-store prices prior to creating the Gift List with the relevant Partner Store. Additionally, prices may change at any time without prior notice. WME is not responsible in any way for the gift prices available on the Site. For any price inquiries, You are requested to contact the Partner Store directly.

4.4 Guest Purchases

Guests may make an online purchase by browsing and buying from a Couple's Gift List(s) online. Guests may search for Couples by entering the first name and last name of either the bride or groom. In some cases, to protect the privacy of their Gift List, Couples may require Guests to enter a password. In such cases, it is the Couple's responsibility to provide the password to the Guests. WME will not provide Guests with the password under any circumstance. All payments are made online. Guests receive confirmation of their purchase by email.

4.5 Guests Details

The Guest's name will be taken at the time of purchase. These will be made available to the Couple by accessing their account on the Site. At any point in time, the Couple can view all the gifts purchased by Guests.

Once an item has been purchased it is removed from the Gift List and cannot be purchased by another Guest.

4.6 Exchange Policies

Exchange policies are determined by each Partner Store. As such, You are required to inquire about each Partner Store's Exchange Policy prior to creating the Gift List with the relevant Partner Store.

4.7 Return Policies

Return policies are determined by each Partner Store. As such, You are required to inquire about each Partner Store's Return Policy prior to creating the Gift List with the relevant Partner Store.

4.8 Delivery of Gifts

Delivery of Gifts will take place in one delivery only for each Gift List created with each Partner Store. Some Partner Stores may or may not require a minimum amount of purchases for the delivery of Gifts to the Couple. It is up to the Couple to decide on the date of delivery. Subject to the minimum purchase value required by each Partner Store, delivery of Gifts within the Emirates of Dubai and Sharjah is free of charge. Outside the Emirates of Dubai and Sharjah delivery is charged at the Partner Store's set rates. Should the Couple receive any additional gifts after the delivery date, it is up to the Couple to arrange for pick up or delivery of such gifts at the Partner Store's set rates. The Couple is responsible for payment for delivery directly to the retail outlets representatives on delivery of the Gifts. It is Your responsibility to ensure that all delivery addresses provided are accurate and complete and will be correct on the anticipated date of delivery.

Arranging a delivery date is to be made between the Couple and the Partner Store. WME is not responsible for the delivery date and takes no responsibility for any delays in delivery by the Partner Store(s).

There is no gift-wrapping or administration fee for any Gift List placed at White.

4.10 Breach of any of these Terms and Conditions

In the event of You being in breach of any of these conditions, WME shall be entitled to disable your account on the Site, until all breaches have been remedied.

5 Buying A Gift At White

5.1 Ordering

Gifts that can be ordered are more fully described on the Site. Your orders will only be processed and delivered if WME, at its sole discretion, deems the order complete. An order is deemed complete if all relevant information requested throughout the order process has been entered correctly and You have agreed to these Terms and Conditions and any others applicable to Your order. In the event of an order being deemed incomplete, WME will send you an e-mail requesting any missing information and letting You know how to complete Your order effectively. Once all the information requested is received by WME, then your order will be deemed complete.

5.2 Use of Personal Information

Each time You place an order You authorize us to charge the cost of the service or Gifts ordered to your card and to pass your details to our service provider. By submitting Your credit/debit card details You authorize us to collect Your credit/debit card details and pass Your details onto our service provider to obtain information about You, Your debit or credit card number or credit reports, authenticate Your identify, validate Your credit card, obtain an initial authorization and to authorize individual purchase transactions.

5.3 Prices

Prices are those reflected on the Site. Products are purchased from Partner Stores, and therefore prices are subject to change from time to time without notice, however any orders placed at a particular time will be governed by the prices listed on the Site at the time of the placing of the order.

5.4 VAT

VAT is included in the prices reflected on the Site unless otherwise specified, and is charged at the rate then applicable.

5.5 Payment

Payment for Gifts and White services is required online and can be done by **Visa, Mastercard, and American Express**. Gifts will not be dispatched and services will not be supplied until an order is confirmed and payment is received and unless either a credit/debit card has been verified.

5.6 Availability

Whilst every attempt will be made to maintain stock of items by the Partner Stores, no guarantee of availability can be given. If an item ordered is not immediately available, You will receive a gift voucher from the Partner Store equal to the value of the item purchased that can be used for the purchase of items from the Partner Store. The period of time for using the gift voucher are subject to each Partner Store's terms and conditions

5.7 Delivery

Deliveries will only be made if the order is deemed complete.

5.8 Suspension or Termination of Services

WME may refuse to process a transaction for any reason or refuse service to anyone at any time at WME's sole discretion. WME will not be liable to You or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun.

6 Proprietary Rights

The material on the Site, including but not limited to all content, the Site design, text, graphics, copyright, design rights, patents, inventions, know-how, database rights, trade marks, source codes and any other intellectual property rights in any of the foregoing, (the "**Content**") is owned and controlled by WME or its licensors. Unless otherwise provided for in these Terms and Conditions or in writing on the Site, the Content may not be modified, reproduced, published, posted, transmitted, sold or distributed in any way without the prior written consent of WME. Use or reproduction of the Content for any purpose other than expressly provided for is a violation of intellectual property rights and

other proprietary rights. Any use or modification of the Content, in whole or in part, not expressly provided for is strictly prohibited.

WHITE and the WHITE logo are trade marks of Mona Shibel (the “**Trade Marks**”). All other product, brand or company names found on the Site are the trade marks of their respective owners (the “**Third Party Trade Marks**”). The Trade Marks and/or the Third Party Trade Marks may not be used in any manner without the prior written consent of their respective owners. You may not remove, change or obscure the WHITE logo or any copyright notice or other proprietary rights notice from downloaded Content or any copies thereof;

7 Privacy

Your personal information will not be sold, leased or provided to third parties for marketing purposes. WME may disclose your personal information to necessary service providers in accordance with our Privacy Policy.

8 Links to Third Party Websites

The Site may contain links to third party websites. Access to any other website linked to the Site is at Your own risk and WME is not responsible for the availability, accuracy or reliability of the content of any linked website or a link contained within the linked website. WME does not endorse any linked websites and assumes no responsibility for the contents of the same.

9 Disclaimers

The Content and information offered on this Site are provided on an “as is” basis without any representations, warranties or conditions of any kind, expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purposes, or non-infringement. WME does not make any representation about the quality of the Gifts, products, services, information or other material purchased or obtained via use of the Site.

10 Limitation of Liability

WME AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND REPRESENTATIVES (THE “WME PERSONNEL”) WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES OR HARMS TO BUSINESSES, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR EXPECTED PROFITS, INTERRUPTION OF ACTIVITIES OR ANY OTHER PECUNIARY OR ECONOMIC LOSS ARISING OUT OF THE CONTENT OR THE USE OR THE INABILITY TO USE THE SITE, EVEN IF WME AND / OR THE WME PERSONNEL HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN ANY EVENT, WME’S AND THE WME PERSONNEL’S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, DELICT, EXTRA-CONTRACTUAL LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO AED50. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

11 Termination

You agree that WME may, at its sole discretion, terminate your use of the WME site and/or service at any time and for any reason.

12 Indemnity

You agree to indemnify and WME, its partners, affiliates, officers, directors, employees, agents and suppliers fully indemnified and harmless from any claim or demand, liability, damages losses, costs and expenses, including legal fees, made by any third party due to or arising out of Your use of the Site or the WME service, the violation of these Terms and Conditions by You, or the infringement by You, or others using your subscriber's account, of any intellectual property or other right of any person or entity.

13 Waiver

No waiver by WME of any breach committed by You shall be construed as a waiver of any preceding or succeeding breach.

14 Statutory Rights

These Terms and Conditions do not affect Your statutory rights, and if any term or condition is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provisions in question shall not be affected.

15 Force Majeure

Neither party shall be liable to the other under these Terms and Conditions or any other agreement between the parties, for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, exceptionally severe weather, failure of shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance (other than those of the parties), the act or omission of government, highways authorities, other telecommunications operators or administrations or other competent authority, war, military operations, acts of terrorism or riot, Royal demise etc.

16 Jurisdiction and Choice of Law

The Site is controlled, operated and administered by WME from its offices within the United Arab Emirates. If You access the Site from outside the United Arab Emirates You are responsible for compliance with local laws. Unless otherwise prohibited from by mandatory provisions of local law, these Terms and Conditions shall be governed by and construed in accordance with the laws of Dubai and the laws of the United Arab Emirates applicable therein. You hereby submit to the exclusive jurisdiction of the courts in Dubai.

17 Notices

All notices to WME shall be in writing and shall be made either via e-mail or post to the addresses in Contact WME. WME may broadcast notices or messages through the website and these shall constitute notice to You.

18 General

These Terms and Conditions constitute Your entire agreement with respect to the use of the Site. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions to be unlawful, the provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.

19 Acceptance

BY SELECTING THE BOX NEXT TO “WE HAVE READ AND APPROVE OF THE TERMS & CONDITIONS”, YOU HEREBY AGREE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO ALL OF THE PROVISIONS SET OUT IN THESE TERMS AND CONDITIONS.

20 Contact WME

You can contact WME’s Gift List representatives any time between 9:00 am to 6:00 pm on Sunday to Thursday on 04-3325480 or by email all days of the week at info@whiteme.net.