

Terms and Conditions

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Company carry out its activities as a real estate agent, in addition to real estate management, as the site provides its User with searching for real estate for rent and searching for real estate for sale, general maintenance, maintenance contracts for one year, management contracts for one year, cleaning services (daily, weekly, monthly) in return of the fees paid by User to the Company (hereinafter "Fees" or "Commission").

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- If the user does not accept these terms and does not agree to be bound by them, he must stop using the Website and services on the Company;
- If the user is under eighteen (18) years of age, or the legal age in the country in which he resides or from which he accesses or uses the Website, he must stop using the Website and services on the Company;
- If the user is blocked or legally blocked from receiving or using the Website under the laws of the country in which he resides or from which he accesses or uses the Website, he must stop using the Website.

When accessing or making use of any part of miramar-uae.com(miramaruae.com), User may not:

- Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any national or international law;

- Post or transmit any information or software which contains a virus, worm, trojan horse or other harmful component;
- Interfere with the functioning of miramar-uae.com(miramaruae.com) or restrict or inhibit any other user from using miramar-uae.com(miramaruae.com);
- Post, publish, transmit, reproduce, distribute or exploit any information, software or other material obtained through miramar-uae.com(miramaruae.com) for commercial purposes without the prior written consent of Company;
- Post or upload content on miramar-uae.com(miramaruae.com), in which the User does not own the respective rights.

The User will indemnify Company for any costs or damages that Company incurs as the result of any such inappropriate content per the above being uploaded by User.

ANY ATTEMPT BY ANY PERSON TO DAMAGE THIS SITE OR UNDERMINE ITS OPERATION MAY BE A VIOLATION OF CRIMINAL OR CIVIL LAWS. COMPANY RESERVES THE RIGHT TO TAKE LEGAL ACTION AGAINST ANY SUCH PERSON.

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The User understands that accessing the Website or using our Services does not imply, nor is deemed to result in, a waiver of any intellectual property rights, and does not permit anyone to use the name, logo or trademark in any manner or means.

The User agrees not to perform or take any action or engage in any conduct that is improper, illegal or prohibited by any laws applicable to the Website. and where necessary, Company take certain measures to block unauthorized access or suspend User's access to the Service permanently or temporarily and without notice or liability for any or no reason, including if in our sole discretion User violates any provision of these Terms or any law or applicable regulations. The User may discontinue use of services and request cancellation of User's account and/or any Services at any time by sending prior notice to info@miramar-uae.com and the Company and the User will be discharged from any further responsibilities or obligations (if any) after the date of such notice. Such notice of discontinuation of use shall not constitute a waiver of any obligations, liabilities, or responsibilities incurred by the User prior to the date of such notice. Furthermore, it is understood that the User may subsequently engage with the Company or

access the Company's Website again, in which case these Terms and Conditions shall once again apply. The User shall remain fully bound by these Terms for any use of the services prior to the effective date of such notice, including, but not limited to, liability for damages, outstanding payments, and any associated Fees. Notwithstanding anything to the contrary with respect to the foregoing, auto-renewing subscriptions to Paid Services will only be discontinued upon expiration of the relevant period for which the User has already paid.

List the Company's services

Miramar Real Estate Management LTD provides the following real estate services under the terms outlined herein:

- Sales Commission:
 - 2% of the total sale value of the property.
- Rental Commission:
 - 5% of the first-year rental value for residential properties.
 - 10% of the first-year rental value for commercial properties.
- Renewal Fees:
 - Lease renewals Fees shall be as per the terms stipulated in the lease agreement, which must be acknowledged and undersigned by the User.
- Maintenance and Cleaning Services:
 - Provided by Miramar Real Estate Management LTD or subcontractors.
 - Fees are as per invoice or quotation.
- Property Management Fees:
 - As stipulated in the contract provided to the property owner.

Shared or discounted Commission must be agreed upon in writing before property viewing, confirmed by signing an Agent-to-Agent Agreement or similar duly signed agreement. By using Company's services the User agrees to the Commission structure and Fees outlined above. The User acknowledges that the introduction of a property for sale or rent occurs via WhatsApp, email, or/and a signed by User Viewing Form. The User acknowledges that mere discussions over the phone or viewing property listings on the website do not constitute a formal introduction. If the User was previously introduced to the same property, they must provide written notice within 24 hours of realization to info@miramar-uae.com, otherwise, the introduction by Company shall be considered valid. The User agrees that if they enter into a rental or sale agreement for the introduced property, whether directly with the property owner or through another agent or agency, User shall remain liable to pay the applicable Commission to Miramar Real Estate Management LTD. The User agrees to pay all associated legal fees incurred in enforcing these terms in the event of a dispute or non-payment of Commission.

The User recognize and agree that before uploading any content (including, but not limited to designs, images, PDF, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the Company, User confirms that he owns all the relevant rights or received the appropriate license to upload/transfer/send the content , etc.

Company has the full right to use free of charge the downloaded information provided by User for its own use and marketing process, and it also has the right to use, dispose or transfer any information provided to it. The Company may use the uploaded documents, videos and images free of charge in all its efforts to better perform our procedures and may publish free of charge on User's behalf online, print, copy, dispose of and transmit them, use personal information , phone number, email, documents of users submitted by users.

The prices charged by the Company for the Company's services, provided are listed on the Website. The Company reserves the right to adjust service prices at any time, provided such changes comply with applicable laws. Additionally, the Company may correct any unintentional pricing errors, except where prohibited by law. Additional information about pricing and sales tax is available upon request via invoices.

The services Fees and any other fees User may incur in connection with User's use of the service such as taxes and potential fees will be charged to User's payment method.

Company may, without prior notice, change the Services, stop providing the Services or any features of the Services that Company offers, or establish limits on the Services.

The User agrees to indemnify and hold Company harmless from any claim, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to or arising out of or in connection with User's use of the Website or any of the services offered by the Company.

The Company is not responsible for any personal property during any visits for reasons (inspection, maintenance appointment, property viewing), which employees make to User's site. The Company holds details in good faith, however these details are directly sourced from agents or the internet, so the Company cannot verify or authenticate them. It is the user's responsibility to ask their inquiries and questions, and Company do not make any guarantee nor assume any responsibility for the accuracy or completeness of any of the information contained in the details

The User represents and warrants that in his use of the Website he will comply at all times with these Terms of Use and any other terms that may apply to him in connection with his use of the Website, including all amendments and revisions to these Terms.

The User agrees to receive promotional messages and materials from us from time to time, by post, e-mail, or any other contact form User may provide to Company, to the extent permitted by law, (including User's phone number for calls or texts). If the User does not wish to receive such promotional materials or notices - please let us know at any time by email info@miramar-uae.com.

Company shall not be liable to the User for any loss or damage, whether under any contract or tort (including negligence) or to violate legal rules or otherwise, even if foreseeable, arising from the use of, or inability to use, the Website or the use of or reliance on any content displayed on the Website, We are not responsible for any loss or damage arising under or in connection with any malfunction Because of any software bugs or any internet error or unavailability or any other reasons beyond our reasonable control. Loss of the password or account if it is due to a breakdown, power outage, error, or otherwise.

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A link from miramar-uae.com (miramaruae.com) to another website (or a link from another website to miramar-uae.com (miramaruae.com)) does not constitute a referral, endorsement,

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Some of the content on miramar-uae.com (miramaruae.com) may originate from third parties, not from Company. Such content is generally labeled as third party content. The Company does not verify third party content and neither endorses nor rejects the same. Company does not and cannot guarantee the accuracy of any third party content and assumes no liability in connection thereto.

The Company reserves the right to terminate or suspend the User's access to the Website and its services at any time, without notice, if the User fails to pay the Fees, violates any terms of this agreement, or engages in conduct that the Company deems to be harmful to the business or reputation of the Company. In the event of termination, the User shall remain liable for any outstanding obligations, including any unpaid Commissions, Fees, and associated legal costs incurred in enforcing this agreement. The User may also terminate this agreement by providing written notice to the Company at info@miramar-uae.com. However, any termination shall not relieve the User from any liabilities incurred before the termination date, and the User shall be required to pay any outstanding Fees or costs.

The User may not assign, transfer, or subcontract any of their rights, obligations, or responsibilities under these Terms and Conditions to any third party without the prior written consent of the Company. Any attempted assignment, transfer, or delegation in violation of this clause shall be considered null and void. The Company may assign its rights and obligations to any affiliated entity, successor, or third party at its sole discretion, without the need for consent from the User.

The Company shall not be held liable for any delays, failures in performance, or non-performance of any part of the services due to causes beyond its reasonable control, including, but not limited to, natural disasters, wars, pandemics, government actions, labor strikes, failure of third-party suppliers, or any other event or circumstance that prevents the Company from fulfilling its obligations under these Terms and Conditions. In such cases, the Company will use reasonable efforts to notify the User of the delay or failure in performance. The Company's obligations will be suspended for the duration of the force majeure event, and the Company shall not be held responsible for any resulting losses or damages.

If any provision of these Terms is found to be unlawful or unenforceable, the remaining provisions shall remain in full effect.

These Terms and Conditions shall be governed and construed in accordance with the laws of the United Arab Emirates. Any disputes arising from these Terms shall be resolved exclusively in the courts of the United Arab Emirates.

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