

Terms and Conditions

- You will be automatically charged each month for the duration of your membership.
- If you cancel your membership before your last month begins, you will be charged a cancellation fee of 449 AED.
- Your 3, 6 or 12 month membership will renew automatically, unless cancelled during your last billing cycle at no penalty.

Please read these Terms of Use carefully (including our Security & Privacy Policy before using our website at www.iScent.ae ("Site"), our software or mobile application ("App") and/or our Services (defined below), so that you are aware of your legal rights and obligations with respect to Muzun Electronic Appliances Rental L.L.C. ("iScent", "we", "our" or "us").

By accessing this Site, App and/or using the Services, you hereby agree:

- (i) that you have read and agree to be legally bound by these Terms of Use (including our Security & Privacy Policy and
- (ii) that you are the user of the Site, App and/or Services and are 18 years or above.

If you do not accept these Terms of Use, please leave the Site, App and/or discontinue use of the Services immediately.

iScent may at any time vary or amend these Terms of Use by posting the amended Terms of Use on the Site or through the App. Any use of the Site, App or Services after the amendment of these Terms of Use is deemed acceptance of the amended Terms of Use by you. If you do not agree to the amended Terms of Use, you have the right to stop using the Site, App and Services.

1 Site, App and Services

1.1 The Site and App is owned and maintained by iScent.

1.2 iScent operates a monthly subscription service that gives our members access to our home fragrance technologies and products in their home, which offers one or more of the following features and services (each a "Service" and collectively the "Services") through the Site or App:

1.2.1 Continued diffusion of fine fragrance within their home assisted by the HVAC system

1.2.2 Continued diffusion of fine fragrance within their home delivered by a standalone system

1.2.3 Access to a market place for curated home fragrance products.

1.2.4 Ability to create custom fragrances.

1.2.5 Any other services, features, content or applications that iScent may offer through the Site or App from time to time is our sole and absolute discretion.

1.3 iScent reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services, Site or App at any time. We may also impose limits on

certain features or restrict your access to parts or the entire Services, App or Site without notice or liability.

2 Licence

2.1 hereby grants you a personal, non-exclusive and non-transferable licence to use the Site and/or App, and access and use the Services available via the Site and/or App, subject to the terms set out in these Terms of Use.

2.2 You agree not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute, sell, trade, exploit or use for any commercial or other purposes, any portion of, or any access to:

2.2.1 Any Service;

2.2.2 The Site or App;

2.2.3 any materials, information, news, advertisements, listings, pricing, data, input, text, songs, audio, video, pictures, graphics, software, blogs, forums, message boards, broadcasts, comments, suggestions, ideas and other content, that is made available on or via the Site, App or Services (collectively, "Content"), except, to the extent permitted, with the prior written consent of iScent or unless expressly permitted in these Terms of Use.

2.3 Without prejudice to the generality of Clause 2.1, you agree not to reproduce, display or otherwise provide access to the Site, App, Services or Content, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of iScent.

2.4 The Site, App and all Content are the copyrighted work of iScent or our content or software providers, and iScent reserves and retains all rights in the Site, App and Content.

2.5 You may not decompile, reverse engineer or otherwise attempt to discover the source code of the App or any Content, except under the specific circumstances expressly permitted by law or iScent in writing.

2.6 You may not hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Site, App, Services or our servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, spamming, reverse engineering or reprogramming.

3 Account Information

3.1 To access certain parts of the Site, App or Services, you will be required to sign-up for an account with iScent ("Account") and select a user name ("User Name") and password ("Password").

3.2 You are solely responsible for safeguarding and maintaining the confidentiality of your User Name and Password. You agree not to:

3.2.1 share or permit others to use your Account or Password; or

3.2.2 assign or transfer your Account to any other person or entity.

3.2.3 You will be required to show photo identification or government issued ID to the studio partner upon check-in at any booked class.

3.3 You shall be bound by and responsible for all communications and online activity transmitted or conducted through the use of your Account. iScent shall have no responsibility or liability for any loss, damage, cost, expenses, or liabilities arising as a result of or in connection with the wrongful or fraudulent use of your Account. If you are aware of any actual or suspected unauthorised use(s) of your Account, or loss, theft, or unauthorised disclosure of your Password, please promptly notify us at: info@iScent.com.

3.4 Each individual may only register one (1) Account.

3.5 You must provide accurate, complete, and up-to-date information required for your Account. The name on your account must be the name on your photo identification card or government issued ID. You may at any time change or update your Account information by clicking on the "My Account" icon in the top right corner after logging in.

3.6 Where an individual is associated with multiple Account(s) without our written authorisation, or fraudulent or wrongful use of an Account is detected or suspected, we reserve the right at our sole discretion and without liability, and without prejudice to our other rights and remedies under this Agreement or at law, to immediately:

3.6.1 cancel any subscriptions reserved through such Account(s);

3.6.2 cancel or invalidate any credits or discount vouchers, coupons or codes awarded to or used by such Account(s);

3.6.3 prohibit such Account(s) or persons from participating in any promotions, contests or surveys of iScent; and/or

3.6.4 merge, suspend and/or terminate Account(s).

4 Subscription, Payment, Billing and Other Fees

4.1 Subscription

4.1.2 Members will receive a recurring all-inclusive service whereby fine fragrance is diffused within their home as targeted by the member. Members will have access and the ability to purchase additional home fragrance products as and when they are available on the website and app.

Members cannot transfer a subscription to third parties, including other iScent members. iScent reserves the right to increase from time to time in its sole discretion prices (such as pursuant to certain promotions that we may offer from time to time). iScent makes no guarantee on the availability of any fragrances.

4.2 Subscription Cycle

Your iScent subscription starts on the date that you sign up for a subscription and submit payment via a valid Payment Method. Each iScent billing cycle is one month in duration, and you will be automatically charged each month. For example, if you purchase your iScent on the 10th January, your billing cycle will reset and you will be charged again on 10th February (see "Billing Date," below). Once your new month starts.

4.3 Payment

4.3.1 You must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use iScent. We will automatically bill the monthly subscription fee to your Payment Method each month until your iScent is cancelled or terminated.

4.3.2 Payment shall be made principally in AED.

4.3.3 The types of credit and debit cards that we accept can be found on our website.

4.3.4 We accept payments online using Visa and Mastercard credit/debit card in AED.

4.3.5 By joining our subscription program, you authorise us to transmit information or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation, to protect you and us from fraud, and to enable us to arrange delivery of your order to your nominated delivery address.

4.4 Billing

4.4.1 Single Month Subscription. By starting a Single Month Subscription, you authorise us to charge you a monthly subscription fee at the then current rate. You may terminate your monthly subscription at any time by logging into your iScent account online and using the Cancel feature, or by emailing us at billing@iScent.com. However, your first month cannot be cancelled and is not refundable.

4.4.2 Multiple Month Subscriptions. By signing up for a Multiple Month Subscription, you agree and acknowledge that your subscription will last for the length of time indicated, and you will be billed immediately at the then current rate. You will be billed again on the same date each month for the length of your Multiple Month Subscription period. You agree and acknowledge that to cancel your Multiple Month Subscription before the start of your last month of your Multiple Month Subscription, you must pay a cancellation fee of 449 AED. You may cancel your subscription by logging into your iScent account online and using the Cancel feature, or by emailing us at billing@iScent.com. At the end of the Multiple Month Subscription, your subscription will be automatically extended for another term of the same length of time, and your payment method will be billed immediately and on the same date each month for the length of your Multiple Month Subscription period until you cancel your Multiple Month Subscription renewal.

4.4.3 Billing Date. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your iScent subscription or became a paying member on 31st January, your next payment date is likely to be 28th February, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Subscription.

4.4.4 No Refunds. PAYMENTS ARE NON REFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members (“credits”). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. Refunds would be done only through the Original Mode of Payment.

4.4.5 Payment Methods. You may edit your Payment Method information by logging into your iScent account and using the Edit Payment Method feature, or by emailing us at info@iScent.com. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, “Cancellation” below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

4.4.6 The cardholder must retain a copy of transaction records and Merchant policies and rules.

4.4.7 If you make a payment for our products and services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.

5 Promotions, Voucher Codes and Other Privileges and Programmes

5.1 From time to time iScent may run promotions, contests, surveys, privileges and other programmes, subject to additional terms and conditions which can be found on the Site and are hereby incorporated by reference into these Terms of Use.

5.2 Promotions, contests, privileges and programmes are only valid for the time period specified by iScent.

5.3 The following terms shall apply to the use of credits, vouchers, coupons and codes (“Voucher Codes”):

5.3.1 Each Voucher Code is only eligible for a single use and is only valid for the time period specified by iScent.

5.3.2 The Voucher Codes may only be redeemed by purchasing certain products from iScent during the applicable validity period.

5.3.3 Use of any Voucher Code must be indicated at the time of checkout, and all information required by iScent must be provided. No retroactive use of the Voucher Code is permitted.

5.3.4 Voucher Codes cannot be used in conjunction with any other promotion, voucher, coupon, code or offer, including but not limited to discounted sale items, unless otherwise stated.

5.3.5 A minimum spend may be required before use of the Voucher Code is permitted.

5.3.6 Voucher Codes cannot be refunded, redeemed or exchanged for cash.

5.3.7 Resale, transfer and sharing of Voucher Codes are strictly prohibited. In spite of the above, gift vouchers, if offered by iScent, may be purchased by you and given to others.

5.3.8 No reproduction, alteration, adaptation, tampering, distribution, publication, broadcast or other communication or dissemination of Voucher Codes is allowed.

5.3.9 Voucher Codes are non-replaceable if lost, stolen, destroyed, duplicated, tampered with or otherwise misappropriated or fraudulently used.

5.3.10 iScent reserves the right to verify the validity of any Voucher Code and to declare null and void, any Voucher Code which in our opinion has been stolen, duplicated, tampered with, or which is suspected to have been misappropriated or fraudulently obtained or used.

5.3.11 iScent reserves the right to vary or impose such other terms and conditions as we deem appropriate from time to time by posting the varied terms and conditions on the Site or through the App.

5.4 Where any free gift is offered as part of a promotion, the free gift is offered on a "first come first serve" basis and while stocks last basis. No cash will be offered in lieu of the gift.

5.5 Where you are permitted to return any product to iScent for a refund and such product was originally purchased under a promotion or discount, you will only be refunded the amount that you originally paid for such product. Where the promotion or discount had applied to the entire order, we will refund you the selling price of the returned product less the promotion or discount applied to the returned product on a pro-rata basis. Further, any free promotional gift given with an order must also be returned if you are returning the product(s) to which the gift is related.

5.6 iScent's decision on all matters relating to promotions, discounts, Voucher Codes and other privileges is final and binding.

5.7 iScent reserves the right to discontinue any promotion, discount, Voucher Code programme, contest, privileges or programme at any time without notice or liability.

6 Prohibited Conduct

6.1.1 Impersonate another person or access another user's account without that person's permission;

6.1.2 Share iScent-issued passwords with any third party or encourage any other user to do so;

6.1.3 Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights;

6.1.4 Upload material (e.g. virus) that is damaging to computer systems or data of iScent or users of the Site;

7 Intellectual Property

7.1 The copyright, patents, trademarks, registered designs and all intellectual property rights in the Services, the Site, the App and all Content shall vest in and remain with iScent and its licensors.

7.2 The trademarks, logos and service marks ("Marks") displayed on this Site or App are the property of iScent and other third parties, and all rights to the Marks are expressly reserved by iScent and relevant third parties. You are not permitted to use the name of iScent or any Marks, including in any advertising or publicity or as a hyperlink, without the prior written consent of iScent or such third party.

7.3 The domain name on which the Site is hosted on is the sole property of iScent and you may not use or otherwise adopt a similar name for your own use.

8 Comments, Feedback and Other Information

8.1 You may provide or submit comments, feedback, suggestions and other content or information (collectively, "Comments") so long as the content is not illegal, criminal, immoral, inappropriate, hateful, obscene, defamatory, offensive, violent, abusive, political, religious, infringing or disrespectful in nature, and does not consist of or contain software viruses, solicitation or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a Comment. iScent reserves the right (but not the obligation) to review, remove or edit such content.

8.2 You hereby grant iScent a non-exclusive, royalty-free, perpetual, irrevocable and sub-licensable licence to use, reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute and exploit any Comments that you provide or publish through or in relation to the Site or App, for any purpose as iScent may require at its sole discretion. You further agree that iScent may use and publish your name in connection with such Comments.

8.3 If you have any questions or concerns about these Terms of Use or any issues raised in these Terms of Use or on the Site or App, please contact us at info@iScent.com.

9 Disclaimers & Limitations

9.1 Fragrance, technologies and other products offered via the site can be provided by third parties. You agree that usage of our services is solely at your own risk. In no event shall iScent be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with iScent's products and services. In addition, all users specifically understand and agree that any third party directing users to the site by referral, link or any other means is not liable to the user for any reason whatsoever, including but not limited to damages or loss associated with the use of the services, the site or any content on the site. iScent is neither an agent of nor is connected with any provider with which a user has made a reservation, other than as the providers of the services provided on the site. Without limiting anything herein, iScent disclaims all warranties, whether statutory, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, related to any products, activities, or other services offered via the site.

9.2 While we make every effort to ensure that the Site, App, Services and all Content is accurate and complete, we provide the Site, App, Services and Content on an 'as is', 'as available' basis only without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, iScent, its suppliers and partners disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing, iScent does not warrant that the functions contained in or access to the Site, App, Services, Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Site, App, Services, or Content are free of viruses or other harmful components, or that the download, installation or use of the App or any Content in or with any device will not affect the functionality or performance of the device. iScent, its suppliers and partners does not warrant or make any representations regarding the use or the results of the use of the Content, the Services, the Site or the App in terms of their correctness, accuracy, completeness, reliability, or otherwise.

9.3 You agree that:

9.3.1 iScent shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Site, App or Services without assigning any reason; and

9.3.2 Access to or the operation of the Site, the App and/or the Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors,

and in any such event, iScent shall not be liable for any loss, liability or damage which may be incurred as a result.

9.4 In no event shall iScent be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the Services, the Site, the App, Content or any other website or device. In the event that iScent is liable for damages despite the foregoing provision, you agree that iScent' aggregate liability to you for any and all causes of action in relation to:

9.4.1 any order, sale or delivery of any product or service by iScent under these Terms of Use shall not exceed the price of the product or service giving rise to such claims; and

9.4.2 in all other cases (including any use of the Site, App or Services), shall not exceed 1 AED.

9.5 In no event shall iScent be liable for any indirect, special, consequential, or incidental damages that result from the Services, Site, App or Content, or your use of, or the inability to use, the Services, Site, App, Content or any other website or device, even if iScent or a iScent authorised representative has been advised of, or should have foreseen, the possibility of such damages.

9.6 You agree that the above exclusions and limitations of liability enable the Services and the Content to be provided by iScent at either reasonable costs or no costs to you.

10 Linked Sites

10.1 iScent may provide links, plug-ins, widgets or other connections to other sites ("Linked Sites") that may be of relevance and interest to users. iScent has no control over, and is not responsible for the content on or obtained through the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability, accuracy or reliability of any of the Linked Sites. You hereby agree to assume all risk arising from the use of the Linked Sites and hereby irrevocably waive any claim against us with respect to the Linked Sites. iScent does not endorse, recommend or guarantee any of the Linked Sites, and iScent expressly disclaims all liabilities and responsibilities arising in relation to any Linked Sites.

11 Security & Privacy

11.1 iScent recognises the importance of keeping your personal information and data secure and private. To understand our security and privacy policies and practices, please read our Security & Privacy.

11.2 Please do not submit any personal information or data without first reading our Security & Privacy Policy which explains our data use and privacy practices in detail.

11.2.3 All credit/ debit cards details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.

12 Suspension & Termination

12.1 You agree that iScent has the right in its sole and absolute discretion and without notice or liability to:

12.1.1 restrict, suspend, or terminate your access to all or any part of the Site, App or Services; and/or

12.1.2 terminate, deactivate or suspend your Account, delete your Account and all related information and files in your Account,

without assigning any reason.

12.2 Without prejudice to the generality of the above, iScent reserves the right to deactivate your Account if it has been inactive for a period of 2 years or more, or if you are in breach of any of our Terms of Use.

13 Notification of Infringement

13.1 iScent reserves the right to investigate notices of copyright, trademark and other intellectual property infringement ("Infringement") in respect of the Site, App, Services or Content ("Infringing Material") and take appropriate action. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site, App or Services, please notify iScent in writing immediately in the form and containing the information.

13.2 All Infringement Notices shall be sent to iScent addressed as follows:

Muzun Electrical Appliances Rental L.L.C.

1611 ENI Tower

Burj Khalifa District

Dubai, UAE

Email address: info@iScent.com

Attn: iScent Executive Team

13.3 iScent will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against iScent in respect of any Infringing Material, unless you have first given iScent the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter iScent refuses or fails to remove the Infringing Material within a reasonable time. Where iScent removes the Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against iScent under applicable law which you may have in respect of any Infringing Material appearing on the Site prior to such removal by iScent.

14 Jurisdictional Issues

14.1 The Site, App and Services are meant for use by residents of Abu Dhabi, Ajman, Dubai, Fujairah, Ras al-Khaimah, Sharjah, Umm al-Quwain. iScent makes no representation that the Services and Contents of the Site or App are appropriate or available for use in your location. Those who choose to access this Site or App from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

15 Indemnity

15.1 You agree to indemnify and hold iScent, and its officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

15.1.1 any use of the Site, App or any Service;

15.1.2 your connection to the Site or App;

15.1.3 your breach of any terms and conditions of these Terms of Use;

15.1.4 your violation of any rights of another person or entity; or

15.1.5 your breach of any statutory requirement, duty or law.

16 Severability

16.1 If any provision of these Terms of Use is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Terms of Use shall continue in force save that such provision shall be deemed to be deleted.

17 Relationship of Parties

17.1 Nothing in these Terms of Use shall constitute or be deemed to constitute an agency, partnership or joint venture between iScent and you and neither party shall have any authority to bind the other in any way.

18 Waiver

18.1 No waiver of any rights or remedies by iScent shall be effective unless made in writing and signed by an authorised representative of iScent.

18.2 A failure by iScent to exercise or enforce any rights conferred upon us by these Terms of Use shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

19 Force Majeure

19.1 No party shall be liable for any failure to perform its obligations under these Terms of Use if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

19.2 For purposes of these Terms of Use, a "Force Majeure Event" is an event which is a circumstance or event beyond the reasonable control of a party, and which results in the party being unable to observe or perform on time an obligation under these Terms of Use. Such circumstance or event shall include strikes, lockouts, industrial action or labour disputes, riots, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, storm, flood, natural physical disasters, epidemic, quarantine restrictions, disruption to supply lines, and general failure or impossibility of the use of aircraft, shipping, aircraft, motor transport or other means of public or private transport, or political interference with the normal operations of any party.

20 Governing Law & Jurisdiction

20.1 These Terms of Use and all matters relating to your access to, or use of, the Site, App and the Services shall be governed by and construed in accordance with the laws of UAE.

20.1.2 United Arab Emirates is our country of domicile.

20.2 You hereby agree to submit to the non-exclusive jurisdiction of the Dubai, UAE courts.

21 Delivery/ Shipment Policy

21.1 www.iscent.ae will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.

21.1.2 Multiple shipments/ delivery may result in multiple postings to the cardholder's monthly statement.