

## CUSTOMER AGREEMENT

This Customer Agreement (the “Agreement”) contains the terms and conditions that govern your access to and use of the Platform (as defined below) available at [www.soluscity.com](http://www.soluscity.com) and is an agreement between **Solus City Portal Co. L.L.C** (“Company,” “we,” “us,” or “our”) and the entity you represent (“Service Provider”, “you” or “your”). This Agreement becomes effective when you click the “I Accept” button or check the box provided with these terms. You represent to us that you have the legal authority to enter into contracts. By entering into this Agreement on behalf of a legal entity, you represent to us that you have the legal authority to bind that legal entity.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. **Account:** the account in respect of your Subscription;
- 1.2. **Affiliates:** a company or any other legal person affiliated to you, including your affiliates, holding company, subsidiaries, branch office within your group, and includes their respective employees, officers, agents and permitted assigns
- 1.3. **Applicable Law(s):** any law, statute, rule, regulation, code, decree, judgment, directive, by-law, order, guideline or other legislative measure (whether or not having the force of law but which, if not having the force of law, is generally complied with) of any government, statutory, regulatory, self-regulatory or similar body, authority or court, as amended, replaced, re-enacted, restated or reinterpreted from time to time;
- 1.4. **Content:** Any text, images, audio, video, graphics, trademarks, logos and other materials provided by you for use on the Platform.
- 1.5. **End User(s):** Refers to individuals or entities that use the Platform to search, browse and evaluate the various services offered by you and conduct transactions and agreements directly with you outside the control or involvement of the Platform.
- 1.6. **Fee(s):** the total amount payable by the you to us under this Agreement in consideration for access to and continued listing on the Platform, as determined in accordance with the subscription tariff plan selected by you at the time of Subscription or renewal.
- 1.7. **Interpretation:** Any reference to singular terms includes the plural and vice versa, as the context may require. Headings are provided for convenience only and shall not affect the interpretation of this Agreement.
- 1.8. **“Intellectual Property Rights” or “IP”** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, trade names, logos, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in

confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

- 1.9. **Platform:** Refers to the online interface and system operated by us to market, list, and advertise various Service Providers including their services for the benefit of End Users seeking relevant services.
- 1.10. **Service(s):** the service(s) provided by us under the Subscription.
- 1.11. **Service Provider:** Refers to entities who will subscribe to our Platform to offer services to the End Users and conduct such services, transactions and agreements directly with the End User outside the Platform's control or involvement.
- 1.12. **Subscription:** Limited, revocable and non-transferable access provided to you by our company to display and promote your services on the Platform, subject to your timely payment in accordance with the tariff plan and subscription terms set out in the "Prices" section of the Platform.
- 1.13. **Subscription Period:** The period of time specified in the relevant Subscription selected by you during which you are granted access to and the opportunity to use the services of the Platform, commencing on the date of activation of the Subscription and continuing for the selected billing period.

## 2. SCOPE OF SERVICES

- 2.1. The Agreement is effective between you and us. Your Affiliates may not use the Platform under your Agreement and must enter into a separate agreement with us.
- 2.2. This Agreement governs (i) the activities on your Account; and (ii) your use of the Platform.
- 2.3. You accept your Agreement (i) when you click the "I accept" button or check the box in these terms; (ii) through your use of the Services; or (iii) by continuing to use the Services after you receive notice of a change to this Agreement.
- 2.4. We act solely as a marketing and advertising platform. The Platform provides visibility of your services, but does not participate in, manage or mediate any transactions or agreements between you and End Users.
- 2.5. We grant you a non-exclusive, revocable right to list and promote your services on the Platform, allowing End Users to view your service offerings and other relevant information.
- 2.6. We do not process payments or establish contractual relationships between you and end users. Any interaction, agreement or financial transaction between you and end users must be conducted independently and must not involve us in any capacity.
- 2.7. You agree to pay us remuneration in accordance with the Tariffs specified in the "Prices" section of the Platform.

- 2.8. We do not guarantee any specific level of traffic, engagement or conversion as a result of your listing on the Platform. We are not responsible for any results, whether financial or operational, related to your listing.

### **3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

#### **3.1 Service Provider Responsibilities:**

- 3.1.1. You must complete the authorization process on the Platform to access the Services. All registration information provided by you must be true and accurate. If for any reason any information you provide is or becomes untrue, inaccurate and/or incomplete, you must update that information to maintain its accuracy. You are responsible for maintaining the confidentiality of your account login information (including your password). Accordingly, you are responsible for all activities that occur under your Account. You must notify us immediately if you suspect or become aware of any unauthorized use of your Account or any other breach of account security.
- 3.1.2. You must comply with all applicable local, national and international laws regarding your services and marketing activities and must ensure that the Platform is not used for any illegal or unauthorized activity.
- 3.1.3. You have all necessary licenses, permissions and consents to use, display, reproduce, publish the Content and have the ability, authority and right(s) to grant us the license to the Content.
- 3.1.4. You agree to make all payments in accordance with the terms of the Agreement. Failure to make payments when due may result in suspension or termination of your placement on the Platform without prior notice.
- 3.1.5. You agree not to engage in any actions or communications that may discredit us or damage our reputation or goodwill.
- 3.1.6. You warrant that all services provided to end users through the Platform will meet the stated quality standards and will be provided with reasonable skill and care. You agree to take all reasonable steps to address any End User complaints or disputes arising in connection with their standards.
- 3.1.7. You warrant that only persons authorized by you have access to the Account.
- 3.1.8. You have read and agree to abide by all legal notices posted on the Platforms, including our Privacy Policy.

#### **3.2 Company Rights and Responsibilities:**

- 3.2.1. We retain complete discretion in relation to the Platform and may review, approve or reject any Content submitted by you. We reserve the right to remove or modify Content that we consider to be misleading, inaccurate or inappropriate.

3.2.2. We reserve the right to make changes to the design, layout, functionality or structure of the Platform without prior notice. Such changes may affect the visibility of your placement on the Platform.

3.2.3. We reserve the right to suspend or terminate your access to the Platform if you breach any provision of this Agreement or engage in any conduct that we believe poses a risk to the Platform or its reputation.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1. You represent and warrant that you have the full right, authority and power to enter into this Agreement and that its execution, delivery and performance will not conflict with or violate any other agreement or obligation.

4.2. We disclaim any warranties, express or implied, regarding the effectiveness, profitability or quality of your services or Content displayed on the Platform.

##### **4.3. Service Provider Representations and Warranties:**

4.3.1. You warrant that it has obtained all necessary approvals, licenses and permits from the relevant municipal authorities of each emirate in the UAE to properly provide its services in accordance with the applicable regulations.

4.3.2. You warrant that your services comply with all applicable laws, regulations and industry standards.

4.3.3. You represent that you own or have obtained the necessary licenses and permissions for all Content submitted to the Platform and that such Content does not infringe any intellectual property rights of any third party.

4.3.4. You warrant and represent that your Content:

- i. is not (i) unlawful (or encourages unlawful conduct), defamatory, false, misleading, obscene and/or otherwise inappropriate, and (ii) complies with the purposes of our Platform, is not likely to cause offense or is contrary to public policy, and (iii) will not expose us to any liability, litigation or other sanctions;
- ii. is true, complete and accurate in all respects, and that you will promptly update or correct the Content upon becoming aware of any errors or inaccuracies;
- iii. meets and will meet any requirements established by us; and

4.3.5. You acknowledge and agree that:

- i. we have no obligation to monitor or censor Content created by you. However, we reserve the right to do so in our sole discretion, without notice to you;
- ii. we may remove, cause to be removed, modify or refuse to display any Content on the Platform and instruct you to modify the Content in accordance with the requirements of this Agreement or Applicable Law;

- iii. we reserve the right to change the rules, regulations, restrictions or procedures with respect to any Content uploaded or submitted to us for upload at any time;
- iv. we are not responsible for any errors or omissions in the Content, and the Company makes no warranties or representations as to the accuracy or completeness of your Content;
- v. we may contact you from time to time to introduce you to the opportunities and Services offered by us, our affiliates and business partners. You also authorize us to contact you by telephone or any electronic means of communication for this purpose.

4.3.6. You acknowledge that any interaction or engagement with End Users is independent of us and that we are not responsible for any disputes or claims arising out of such interaction.

## **5. SUBSCRIPTION PERIOD, FEES AND PAYMENT**

- 5.1. You must pay us fees by such payment methods as we deem appropriate. These payment methods will be displayed in the customer management system at the time of Subscription.
- 5.2. Unless otherwise specified in the Account, the Fee is charged for each Subscription Period selected when registering for the Subscription. The Fee is due at the beginning of the Subscription Period.
- 5.3. The Subscription is issued for the selected period from the date of payment (Subscription activation) and is automatically renewed with each payment. The Subscription ends on the day following the expiration of the final paid Subscription period. In addition, we reserve the right to cancel the Subscription under the conditions provided for in this Agreement.
- 5.4. Subscription access is deemed fully granted upon payment of the Fee, providing access to the Services for the defined Subscription Period.
- 5.5. We reserve the right to change the price of any Subscription and/or additional paid Services from time to time. You acknowledge and agree that prices for Subscriptions and additional services may change and that we may change such prices at our sole discretion.
- 5.6. The prices offered by us do not include all applicable taxes. You agree that you will always be responsible for any taxes associated with the Subscription.
- 5.7. You agree and acknowledge that you are responsible for providing adequate proof of payment (including any transaction reference numbers) to ensure that there are no interruptions in the provision of the Services.

## **6. PAID SERVICES**

- 6.1. We may from time to time offer paid services on the Platform (“Paid Service”).
- 6.2. You acknowledge and agree that with respect to each Paid Service:
  - i. any fees paid by you for a Paid Service are non-refundable unless we provide otherwise; and
  - ii. Paid services are provided for your convenience and do not guarantee that this will lead to an increase in the number of potential customers for your business.

## **7. REFUND**

- 7.1. You have no right to request a refund of the Fee (or any part thereof).
- 7.2. We will only offer a refund if we receive a duplicate transaction. In such a case, the duplicate portion of the payment will be returned to you using our preferred payment method.
- 7.3. In the event of fraudulent or disputed transactions, you should contact your bank or credit card provider.

## **8. INTELLECTUAL PROPERTY**

- 8.1 All copyrighted content, materials and intellectual property displayed on the Platform (excluding Content provided by you) is owned exclusively by us.
- 8.2. You grant us a non-exclusive, royalty-free, worldwide license to use, display and distribute your Content on the Platform for marketing purposes.
- 8.3. We retain all right, title and interest in and to the Platform, including, without limitation, its software, design, interface, functionality, content and all proprietary information, methods and processes developed or used in providing the Platform Services (collectively, the “Platform IP”).
- 8.4. We grant you a limited, non-exclusive, non-transferable and revocable license to access and use the Platform solely for the purpose of providing services to End Users in accordance with the terms of this Agreement. This license does not include any rights to modify, reproduce, distribute or create derivative works of our Platform IP.
- 8.5. You shall not copy, modify, reverse engineer, decompile, disassemble or attempt to discover the source code, structure or organization of the Platform. In addition, you shall not use the Platform IP in any way beyond the permission granted under this Agreement.

## **9. LIMITATION OF LIABILITY**

- 9.1. The platform serves solely as a place to market your services.
- 9.2. We are not responsible for and disclaim liability for any reviews, comments or ratings posted by End Users regarding your Services.
- 9.3 We will not be liable under the Agreement for any liabilities arising as a result of:
  - i. any breach by you of your obligations under the Agreement; or
  - ii. any delay in performance or breach of the Agreement resulting from circumstances beyond our reasonable control, including, without limitation, viruses, other defects or failures of the server on which our Platform is hosted.

#### 9.4. We in particular:

- a. exclude consequential, special or indirect loss or damage (included but not limited to loss of opportunity, loss of revenue and loss of profits);
- b. limit our liability for breach of any condition or warranty which we cannot exclude to the greater of (at our option):
  - i. resupplying the Service; or
  - ii. paying the cost of having the Service resupplied; and
  - iii. limit our liability in respect of any other claim under the Agreement, whether based in the Agreement, tort (including negligence) or statute, to the amount paid to us by you under your then-current Subscription

### 10. INDEMNIFICATION

10.1. You will indemnify, defend, protect, and hold harmless, us and our Affiliates and each of their respective directors, officers, employees, contractors and agents (each an “Indemnified Party”) to the fullest extent permitted by law, from and against any actual, alleged, threatened, pending or completed disputes, claims (including without limitation, claims by any third party, any governmental or regulatory agency), actions, investigations (each, a “Claim” and, collectively, “Claims”), damages (including punitive, special, consequential, indirect, exemplary or incidental damages), losses, reasonable attorneys’ fees, costs, expenses, and settlement amounts (each, a “Loss” and, collectively, “Losses”), whether or not well founded in law or fact, which arise out of or are directly or indirectly related to (i) your use of the Platform; (ii) this Agreement; (iii) any inaccuracy, untruthfulness or the breach or alleged breach by you of any representation or warranty; (iv) disputes with End Users; (v) the performance or non-performance by you of any obligations under Agreement: regardless of when the Loss occurs or the Claim is asserted, commenced or threatened.

### 11. DISCLAIMERS

11.1. THE SERVICES ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

### 12. DATA PROTECTION

12.1. You agree to comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), UAE Federal Law No. 45 of 2021, and any other relevant data protection laws of the United Arab Emirates.



12.2. We will not process or disclose your data except as necessary to perform this Agreement or as required by law.

12.3. We agree to the storage and processing of Content on the Platform. If we transfer End User data and such data contains Personal Data (as defined by data protection laws), you acknowledge that you will be the Controller (as defined by data protection laws) of a copy of such Personal Data and must comply with applicable data protection laws.

### **13. TERM & TERMINATION, LIMITED ACCESS, SUSPENSION, AND EXPIRATION**

13.1. This Agreement shall enter into force upon its acceptance by you and shall remain in force for the duration of the Subscription Period selected and paid for by you through the Platform.

13.2. The Agreement will automatically renew for subsequent Subscription Periods after each payment made by you in accordance with the selected subscription plan.

13.3. Without limiting our rights, we may immediately (i) impose sanctions on you; (ii) suspend or restrict access to the Account; (iii) delete information; (iv) terminate the Agreement; and/or (v) impose fines, demand damages and/or collect compensation from you (equal to or greater than the total amount of fees paid by you in accordance with the then-current tariff plan) if:

- i. you fail to pay any fees or charges due to us when due;
- ii. you violate this Agreement (or any of its provisions);
- iii. you fail to comply with any of its content obligations;
- iv. you commit any unlawful act while using or accessing the Platform.
- v. you enter into bankruptcy, liquidation, administration, receivership, arrangement with creditors, or appoints a receiver or manager of all or any part of its assets, or becomes or is deemed insolvent; or
- vi. if you are a partner in a partnership, are dissolved or a petition for dissolution is made, or, if you are a company, are wound up or a petition for winding up is made.

13.4. Upon termination, information about you will be removed from the Platform.

### **14. GOVERNING LAW AND JURISDICTION**

14.1. This Agreement shall be governed by the laws of the United Arab Emirates (UAE).

14.2. All disputes arising between any of the parties under or in connection with this Agreement shall be settled by amicable discussion between/among those parties. In the event that a settlement is not reached through amicable consultations within thirty (30) days after one Party issues a written request for consultations to the other Party, either Party may submit the dispute to the Dubai International Arbitration Center (“DIAC”) for arbitration pursuant to its arbitration rules (“Rules”) effective at the time of request for arbitration. The arbitration shall be conducted by 1 (One) arbitrator. The seat of arbitration shall be Dubai and the language of arbitration shall be in English. Any decision of the arbitration tribunal shall be final and binding on the Parties. The costs of the arbitration including but not limited to the legal fees shall be borne by the losing party. During the process of dispute resolution,



responsibilities and obligations in this Agreement that do not involve disputes shall continue to be in effect.

## **15. MISCELLANEOUS**

- 15.1. This Agreement and the Privacy Policy constitute the entire agreement between you and us with respect to access to and use of the Platform, superseding any prior written or oral agreements in relation to the same subject matter herein.
- 15.2. We may change this Agreement at any time upon written notice. You acknowledge that posting a revised version of this Agreement on our Platform constitutes written notice to you of such changes. You are encouraged to visit our website frequently to stay informed of changes to this Agreement.
- 15.3. Notwithstanding anything to the contrary in this Agreement, we reserve the right to change the algorithms used in any Services or products that may be part of the Agreement at any time during the Term in our sole discretion.
- 15.4. We reserve the right to add any new products to the Services at any time.
- 15.5. No delay or failure by us to enforce any provision of the Agreement will be deemed a waiver or create a precedent or will prejudice our rights.
- 15.6. Any notice/s must be sent by e-mail, prepaid post or delivery courier to your or our last known address, in the English language.
- 15.7. You must not assign any part of the Service and/or your obligations set out in the Agreement, without our prior written consent.
- 15.8. If any term of the Agreement becomes for any reason invalid or unenforceable under Applicable Law or by a court having jurisdiction over Applicable Law, then the validity and enforceability of the remainder will not be affected.