

SALAM DIRHAM

APPLICATION USE TERM S AND CONDITIONS

THESE TERMS AND CONDITIONS OF USE (THE OR THESE “T&C”) SHOULD BE READ CAREFULLY BEFORE USING THE SALAM DRHM FZCO WEBSITE.

1. APPLICATION

- 1.1. (the “**Website**”) is a website operated by **SALAM DRHM FZCO**, a company registered with the Dubai Integrated Economic Zones (DIEZ), Dubai, United Arab Emirates under License No. 40311 (the “**Company**”).
- 1.2. The Website is a digital platform, which provides forfaiting, management, consulting, and cost optimization services in the United Arab Emirates (the “**UAE**”) to F&B, trading and other companies (the “**Services**”), in compliance with the applicable UAE Laws (the “**Applicable Law**”). Such activities encompass the purchase of commercial bills, credit documents, and other receivables secured by irrevocable personal guaranty, cheque or any other guarantees, all of which shall be limited to the Website and the scope of these T&C.

2. LICENSE & TERMS OF USE

- 2.1. Subject to these T&C, the Company hereby grants to you (the “**Customer**”) a non-exclusive and non-assignable right to use the Website (the Company and the Customer sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”). For the avoidance of doubt the term “use” includes, without limitation, downloading, accessing or registering to use the Website.
- 2.2. By using the Website, the Customer explicitly agrees to accept these T&C and comply with all such terms and conditions.
- 2.3. If the Customer does not agree to these T&C, the Customer must not download, access or use the Website.

3. PERMITTED USE

- 3.1. For the purposes of these T&C, use of the Website shall be restricted to the scope defined in the functions of the Website. The Customer is prohibited from using the Website in any manner beyond the scope of these T&C.
- 3.2. The Customer has no right (and shall not permit any third party) to
 - 3.2.1. copy or use the Website or related documentation in any manner that is not expressly allowed by the T&C;

- 3.2.2. decompile, reverse engineer, or otherwise attempt to derive the source code for the Website or any underlying algorithms, user interface techniques, or other ideas embodied in the Website;
- 3.2.3. distribute any copy of the Website or related documentation except as expressly allowed by the T&C, or allow anyone to have access to or use the Website;
- 3.2.4. use the Website or its output to create, modify, or simulate designs for third parties;
- 3.2.5. use the Website or its output to develop or enhance any product that competes with the Website.

4. TERM

- 4.1. These T&C shall be effective as of the date this date of acceptance and shall extend until terminated in accordance with these T&C.
- 4.2. The Company reserves its right to terminate these T&C or suspend the usage of the Website at any time without prior notice at its sole discretion. The Customer hereby agrees and acknowledges that no liability or damages claims shall be raised by the Customer, directly or indirectly, in respect to such unilateral right of termination by the Company.

5. TERMINATION

- 5.1. These T&C may be terminated at any time by the Company without prior notice at its sole discretion.
- 5.2. In the event of termination of these T&C, the Customer shall immediately discontinue use of the Website and the Company shall cease rendering the Services provided by the Company to the Customer registered in the Website.
- 5.3. Termination or expiry of these T&C shall not affect any rights, remedies, obligations or liabilities of the Company that have accrued up to the date of termination or expiry, including, without limitation, the right to claim damages in respect of any breach of these T&C by the Customer which existed at or before the date of termination or expiry.

6. ACCESS & CHANGES

- 6.1. The Customer is responsible for making all necessary arrangements to have access to the Website.
- 6.2. The Company does not provide on-site assistance for the Customer in installing the Website.
- 6.3. The Customer is also responsible for ensuring that all persons who access the Website through the Customer's device are aware of these T&C and other applicable terms and conditions that may apply, and that such persons comply with all such terms and conditions.
- 6.4. The Company may update the Website from time to time and may change the content on the Website at any time all without notice. If any of the content on the Website is out of date at any given time, the Company is under no obligation to update it.
- 6.5. The Company does not guarantee that the Website, or any content on it, will be free from errors or omissions.

7. WARRANTIES

- 7.1. Each Party hereby warrants the other Party that it has the full power and authority to enter into and perform these T&C.
- 7.2. The Company hereby represents and warrants to the Customer that it is the registered sole owner of the Website and it has the right to license the Website to any third party and/or render the Services as contemplated in these T&C, and that the use of the Website will not infringe or otherwise violate the intellectual property rights of any third party.
- 7.3. The Customer further undertakes not to do anything whether by act or omission which may bring the reputation of the Company into disrepute.
- 7.4. THE Website UNDER THESE T&C IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.5. The Customer accepts responsibility for the selection of the Website to achieve its intended results and acknowledges that the Website has not been developed to meet the individual requirements of the Customer.
- 7.6. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE AND THE SERVICES WILL BE UNINTERRUPTED, TIMELY, RELIABLE, SECURE OR ERROR-FREE AND THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE MATERIALS CONTAINED THEREIN, THE SERVERS USED FOR THE Website OR THE SERVICES OFFERED BY THE COMPANY.
- 7.7. THE COMPANY PROVIDES NO GUARANTEE OF ANY KIND; THE COMPANY SHALL HAVE NO LIABILITY FOR ANY MISUSE OF THE WEBSITE AND THE SERVICES AS WELL AS FOR INCOMPLETE OR WRONG DATA SUBMITTED BY THE CUSTOMER.
- 7.8. The Company is not liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect the Customer's devices, programs, data or other proprietary material due to the Customer's use of the Website or downloading of any content on it, or on any website linked to it.

8. INDEMNITY & LIMITATION OF LIABILITY

- 8.1. THE COMPANY SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES, ANY LOSSES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL ARISING FROM THE USE OF THE Website OR THE INABILITY TO UTILIZE THE WEBSITE, AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER.
- 8.2. The Customer agrees that, in accepting these T&C, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these T&C or (if it did rely on any representations, whether written or oral, not expressly set out in these T&C) that it shall have no remedy in respect of such representations and (in either case) the Company shall have no liability in any circumstances otherwise than in accordance with the express terms of these T&C.
- 8.3. The content on the Website is provided for general information only. It is not intended to amount to advice on which the Customer should rely. The Customer must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website. Although the Company makes reasonable efforts to update the information on the Website, the

Company makes no representations, warranties, or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up-to-date.

- 8.4. All references to the Company in this Section 8 shall, for the purposes of this Section only, be treated as including all principals, employees, subcontractors, agents, consultants and suppliers of the Company and their affiliated persons, all of whom shall have the benefit of the exclusions and limitations of liability set out in this Section 8.

9. CONFIDENTIALITY & PUBLICITY

- 9.1. Each Party acknowledges that all information exchanged under these T&C is important and confidential, and that such confidential information means, including, without limitation, any of the Parties' proprietary information, technical data, information related to the Company's business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving Party, directly or indirectly, through any means of communication, these T&C (the "**Confidential Information**"). The Parties shall keep strictly confidential and shall not disclose **Confidential Information**, or cause or permit same to be disclosed, to any person or entity.
- 9.2. A Party's Confidential Information shall not be deemed to include information that:
- 9.2.1. is independently developed by the receiving Party, which independent development can be shown by written evidence;
 - 9.2.2. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
 - 9.2.3. was in the other Party's lawful possession before the disclosure;
 - 9.2.4. becomes publicly known other than through anything the receiving Party does or fails to do.
- 9.3. The obligation of confidentiality shall be valid absolutely and indefinitely after the termination of these T&C.

10. OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Customer acknowledges that all intellectual property rights (the "**Intellectual Property Rights**") related to the Website and the Company exclusively belong and shall belong to the Company, and the Customer shall have no Intellectual Property Rights or other rights in or to the Website other than the right to use the Website in accordance with these T&C.
- 10.2. The Customer agrees not to disclose, provide, or otherwise make available such Intellectual Property Rights or other rights of the Company in any form to any third party beyond the scope of these T&C without the prior written consent of the Company. The Customer agrees to implement reasonable security measures to protect such Intellectual Property Rights or other rights of the Company.
- 10.3. If the Customer prints, copies or downloads any part of the Website in breach of these T&C, the Customer's right to use the Website will cease immediately and the Customer must, at the Company's option, return or destroy any copies of any relevant materials the Customer has made.

11. DATA PROTECTION

11.1. The Company shall:

- 11.1.1. comply with all applicable laws and regulations (the “**Data Protection Laws**”) in the processing of the Customer’s personal data; and
 - 11.1.2. not process the Customer’s personal data other than on the relevant Company documented instructions unless processing is required by Applicable Law to which the relevant contracted processor is subject, in which case the Company shall to the extent permitted by Applicable Law inform the Company’s relevant group member of that legal requirement before the relevant processing of that personal data.
- 11.2. The Company shall process or use data exclusively according to the instructions of the Customer. If the Company considers an instruction given by the Customer to be in breach of the Data Protection Laws, then the Company shall inform the Customer of this breach without any unreasonable delay.
- 11.3. The Company confirms that it is familiar with the Data Protection Laws and shall instruct its employees and contractors accordingly. The Company shall take all the technical and organizational data protection measures necessary to ensure compliance with the the Data Protection Laws.
- 11.4. The Company agrees to advise the Customer immediately in the event of any significant interruption of business, suspected infringements of the Data Protection Laws or other irregularities encountered during the processing of the Customer’s data. The Customer shall advise the Company within a reasonable timeframe should it discover errors or irregularities when inspecting the work results.
- 11.5. Any content the Customer uploads to the Website will be considered non-confidential and non-proprietary. The Customer retain all ownership rights in the Customer’s content, but the Customer is required to grant the Company and other users of the Website a limited licence to use, store and copy that content and to distribute and make it available to third parties.
- 11.6. The Company will not be responsible, or liable to any third party, for the content or accuracy of any content posted by the Customer or any other user of the Website.
- 11.7. The Company has the right to remove any posting the Customer made on the Website if, in the Company’s opinion, the post does not comply with the content standards set out by the Company.
- 11.8. The views expressed by other users on the Website do not represent the views or values of the Company.
- 11.9. The Customer is solely responsible for securing and backing up the Customer’s content.

12. ENTIRE T&C

- 12.1. These T&C or other documents otherwise referred to herein contain the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the Parties relating to the subject matter.
- 12.2. If any provision or part of any provision of these T&C is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or partial provision shall be deemed deleted. Any modification to or deletion of a provision or part of the provision under this Section 12 shall not affect the validity and enforceability of any other of these T&C.

12.3. If any provision or part of any provision of these T&C is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4. These T&C may be revised from time to time, effective upon posting on the Website.

13. NO THIRD-PARTY RIGHTS

13.1. Unless otherwise specifically stipulated in these T&C, a person who is not a party to these T&C shall not have any rights under these T&C.

14. NOTICES

14.1. Any notice given to the Company under or in connection with these T&C shall be in writing and shall be:

14.1.1. in the English language (or be accompanied by a properly prepared translation in English);

14.1.2. sent by registered e-mail to:

SALAM DRHM FZCO

salamdrhm@gmail.com

15. FORCE MAJEURE

15.1. Neither Party will be in breach of any obligation under these T&C if it is unable to perform that obligation in whole or in part by reason of a force majeure event, defined as all events which are beyond the control of the Parties, including, without limitation, acts of God, war, armed conflict, pandemic, government restrictions, disaster, fire, earthquakes, or any other cause reasonably beyond the Party's control and which render impossible the performance of any obligation or exercise of any right under these T&C by either of the Parties (hereinafter a "**Force Majeure Event**").

15.2. If either Party wishes to rely on this Section, it shall immediately give written notice to the other Party with full details of the act or matter claimed as a Force Majeure Event. The Party affected by the Force Majeure Event will take all reasonable steps to remedy the failure to perform obligations and to keep the other Party informed of the steps being taken to mitigate the effects of the Force Majeure Event.

16. CUSTOMER CONSENT TO DATA COLLECTION, PROCESSING, AND STORAGE

16.1. By agreeing to these T&C, the Customer acknowledges and consents to the collection, processing, and storage of personal and business information provided during the registration process. The Customer understands that the Company requires this information to provide the Services effectively and to comply with all applicable laws and regulations of the UAE and the Customer hereby grants the Company consent to process the collected information for the purposes outlined in these T&C.

16.2. The Company is committed to protecting the confidentiality and security of all personal and business information entrusted to it. The Company will only use the collected information for the

intended purposes as specified in these T&C and will not disclose it to any third party without the Customer's prior written consent, except as required by law.

17. GOVERNING LAW & JURISDICTION

- 17.1. All legal aspects of the relationship between the Parties to these T&C shall be governed by the laws applicable in the Emirate of Dubai, United Arab Emirates.
- 17.2. Any dispute relating to or arising under these T&C shall initially be addressed by good faith negotiations between the Parties. If such negotiations on resolving a dispute in an amicable manner are not successful and the Parties have not reached an agreement within thirty (30) calendar days after receipt of notification sent to the alleged breaching Party by the other Party, the Parties then irrevocably agree that any claim or matter arising from or in connection with legal relationships established by or in connection with these T&C shall be settled by Dubai Courts.

BY ACCEPTING THE ABOVE T&C, THE CUSTOMER HEREBY EXPRESSLY DECLARES AND CONFIRMS THAT THE CUSTOMER HAS READ THESE T&C AND UNDERSTANDS THE CONTENTS OF THESE T&C IN FULL AND AGREES TO ABIDE BY THE T&C AS SET OUT HEREIN.