

## **TERMS AND CONDITIONS**

This Agreement ("Agreement") is entered between **NoBill Technologies FZ-LLC** having its registered office at In5 Tech, HD 14B, Dubai, through its website **www.nobill.io** and 'You' as the User on the website. The terms such as 'Company', 'Platform', and '**NoBill**' shall be used in reference to the Platform, and the terms such as 'You', 'User', and 'End User' shall be used in reference to the User of the website.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

### **1. SCOPE OF SERVICES:**

The Platform provides the following Services (the "Services"):

- 1.1. The Platform allows Retail Merchants to provide their customers ("Consumers"), whether in-store or in online stores, with Smart Digital Receipts.
- 1.2. NoBill sends electronic receipts and provides related services. End Users can use the NoBill Service to receive electronic receipts for purchases made with Merchants who use the NoBill Service. Furthermore, if End Users activate the NoBill Service in conjunction with Partner Applications, End Users will be able to receive services from Application Developers based on the End User's electronic receipts.

### **2. ACCEPTANCE:**

- 2.1. To use the Services, you must first accept the Terms. If you do not accept the Terms, you may not use the Services. You can accept the Terms by:
  - 2.1.1. clicking to accept or agree to the Terms where this option is provided in the user interface for any Service or
  - 2.1.2. using the Services.
- 2.2. In this case, you understand and agree that NoBill will treat your continued use of the Services as acceptance of the Terms. You may not use the Services or accept the Terms if

- 2.2.1. you are not of legal age to form a binding contract with NoBill, or
- 2.2.2. you are a person barred from receiving the Services under the laws of the UAE or other countries, including the country where you live or use the Services. Before proceeding, print or save a local copy of the NoBill Terms for your records.

### **3. PERSONAL IDENTIFIERS AND ACTIVATING THE NOBILL SERVICE:**

- 3.1. The NoBill Service is activated through End User registration. NoBill's mobile application have registration options.
- 3.2. During the registration process, the End User provides his/her contact information as well as personal identifiers used in connection with transactions, such as payment card information or email address. Business Customer may also request or authorise the bank that issued the Business Customer's corporate payment cards to provide the personal identifiers to NoBill through a third party.
- 3.3. The End User acknowledges that the End User's payment card information may be shared with payment card schemes, payment service providers, and other partners participating in the provision of or otherwise contributing to the NoBill Service for the purposes of the NoBill Service.
- 3.4. The End User is responsible for the accuracy of the personal identifiers they have provided, as well as obtaining the necessary authorizations to use the provided identification information for the NoBill Service. If any of the identification information changes, the End User must notify NoBill immediately. Using another person's identification information without permission is strictly prohibited and may result in criminal charges.
- 3.5. NoBill reserves the right to deny such End User access to the NoBill Service if NoBill suspects such personal identifiers are being misused or are no longer used by the Business Customer in question.

### **4. ACCESSIBILITY:**

- 4.1. The Merchant can use the Merchant Portal to access the Services.
- 4.2. The Consumer can use the NoBill app to access the Services.

### **5. PROVISION, TRANSMISSION AND INSPECTION OF ELECTRONIC RECEIPTS:**

- 5.1. NoBill electronic receipts can be obtained from merchants who use the NoBill service. The End User must use the payment card or other personal

identifier registered with NoBill in connection with the transaction in order to receive an electronic receipt. Following that, the electronic receipt is created, transmitted, and may be used as detailed in the NoBill Privacy Notice.

- 5.2. NoBill's electronic receipt contains basic information that is also included in a regular receipt, such as the seller's contact information, the purchased items or services, and the price of the purchase including taxes, the date of the receipt's issuance, and the receipt's identifier. Furthermore, as detailed in the NoBill Privacy Notice, the electronic receipt generated by NoBill may contain advertisements, feedback functions, loyalty elements, or other interactive or value added features or services.
- 5.3. NoBill's electronic receipts can be viewed in NoBill's online service and mobile application. Additionally, if the End User requests it, the electronic receipts are forwarded to the End User's personal communication tools (such as email address or Facebook Messenger application). Electronic receipt forwarding times, views, and archiving times may differ between applications.

## **6. USER CONDUCT:**

To be granted access to the Platform and the services it provides, the User must uphold and abide by the following:

- 6.1. The User shall not:
  - 6.1.1. Engage in any form of activity in which the confidential information of other User(s), including but not limited to their password, login details, editing history, and other such account details, is collected in any manner contrary to the law of the land; and
  - 6.1.2. Participate in any form of activity on the Platform by using another User's account without their consent or knowledge.
  - 6.1.3. Publish or conduct business in a wrong, harassing, blasphemous, obscene, defamatory, libelous, or hateful manner, promote illegal activities such as gambling, pornography, money laundering, or any other acts, material, or images deemed unlawful by the law of the land;

- 6.1.4. Participates in activities that infringe on the Privacy of other User(s), Company, Platform, and any other individuals so associated, representatives, or agents.
- 6.1.5. Engages in any activity that results in unsolicited emails, messages, calls, and even posts being sent to other User(s), Company, Platform, and any other individuals associated with the same, representatives, agents, and even employees of the same;
- 6.1.6. Engages in marketing advertising, providing information, instructions, and/or solicitation of activities, objects, products, goods, or works deemed unlawful in the eyes of the law;
- 6.1.7. Exceed the scope of authorized Platform access in a way that is illegal and/or inappropriate under local law;
- 6.1.8. Participate in the filing of information solely for fraudulent or misleading purposes that are against the law of the land; Products, goods, or works deemed illegal in the eyes of the law;
- 6.1.9. Participate in any actions that endanger the unity, integrity, defense, security, or sovereignty of their home country, friendly relations with foreign states, or public order, or cause incitement to the commission of any cognizable offense, or prevent the investigation of any offense from occurring, or are offensive to any other nation.
- 6.2. The User(s) will be considered to be acting unlawfully if they:
  - 6.2.1. Gain access to the Platform and any of the plans despite refusing to fill in the account details properly;
  - 6.2.2. Harass the Platform or Company and any other individuals associated, representatives, agents, and even employees of the same in any way by using the contact details provided; or
  - 6.2.3. Engage in any activities with the sole intention of causing revenue/profit loss.
  - 6.2.4. Participate in the commercial sale of the Pictures created on the Platform without the consent of the User who created it;
  - 6.2.5. Participate in any action deemed to be in violation of UAE law.

## **7. INTELLECTUAL PROPERTY:**

- 7.1. You acknowledge and agree that NoBill (or its licensors) owns all legal rights, title, and interest in and to the Services, including any intellectual

property rights in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You also acknowledge that the Services may contain information that NoBill has designated as confidential and that you will not disclose such information without NoBill's prior written consent. Nothing in the Terms grants you the right to use any of NoBill's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features unless you have agreed otherwise in writing with NoBill. If you have been granted an explicit right to use any of these brand features in a separate written agreement with NoBill, you agree to use such features in accordance with that agreement, any applicable provisions of the Terms, and NoBill's brand feature use guidelines as updated from time to time. NoBill acknowledges and agrees that it obtains no right, title, or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit, or display on, or through, the Services, including any intellectual property rights in that Content (whether those rights are registered or not, and wherever in the world those rights exist). Unless you and NoBill have agreed otherwise in writing, you agree that you are responsible for protecting and enforcing those rights and that NoBill has no obligation to do so on your behalf. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) attached to or contained within the Services. Unless expressly authorized in writing by NoBill, you agree that you will not use any trademark, service mark, trade name, or logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos while using the Services.

## **8. LIMITED LIABILITY:**

- 8.1. The User agrees that the Platform will not be held liable for any problems, including loss of access to, caused by, or related to the accessibility of the Platform.
- 8.2. Neither the Platform nor the Company, nor any other person, representatives, or agents associated with, or even employees involved with, the Platform, shall be liable for any direct, indirect, punitive, special,

consequential, or other types of harm arising from or related to the Platform's accessibility.

8.3. You agree to indemnify, defend, and hold harmless NoBill and its affiliates, as well as their respective directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors, and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt, or liability, including without limitation attorney's fees.

8.4. That the Platform, the Company, and any other individuals associated with, representatives, agents, or even employees of the same shall in no way be liable for any direct, indirect, punitive, special, or consequential damages, or any other form of damages arising from and in relation to:

8.4.1. Unauthorized access to the Platform caused by no fault of the Platform, the Company, or other individuals associated with the same, including representatives, agents, and even employees of the same;

8.4.2. Breach of any conditions, warranties, representations and obligations made to the User by the Payment Gateway or advertisers;

8.4.3. If the User is unable to access the Platform due to no fault of the Company, the Platform, or any other individuals associated with the same, including representatives, agents, and even employees of the same;

8.4.4. Any other matter concerning the operation of the Platform with which the User is familiar while using the Platform to purchase Products;

8.4.5. The User accepts and understands that the Platform is not responsible for any issues, including loss of access to, arising from, and in relation to the Platform's accessibility.

## **9. NOBILL'S MAINTAINANCE AND DEFECTS:**

9.1. NoBill makes reasonable efforts to ensure that the NoBill Service is available 24 hours a day, every day of the year, with the exception of

development and service windows, which NoBill makes every effort to communicate well in advance.

9.2. In the event of a problem, such as questions about delayed or missing electronic receipts, the End User may contact NoBill directly.

#### **10.NOTICE:**

10.1. When a party is required to give another party a notice, demand, consent, approval, or communication under this Agreement (Notice), such Notice must be given either by hand delivery, prepaid post, email, or, in the case of NoBill issuing a notice, through the NoBill platform to the recipient's address for Notices (the address specified above in the case of NoBill, and the address specified in the Merchant's NoBill platform account in the case of Merchant).

#### **11.TERMINATION:**

11.1. The Company/Platform shall have the sole and exclusive right to unilaterally terminate the User's account immediately in the following circumstances:

11.1.1. If it is discovered that the said User has been engaging in activities that violate the Terms of Use, Privacy Policy, and other such policies, the law of the land, or any other rules and regulations put forward by the governing authorities;

11.1.2. If the User continues to engage in such activities despite being given notice;

11.1.3. Are to manipulate, abuse, twist, or misinterpret the Terms of Service, Privacy Policy, and other such policies, the law of the land, or any other rules and regulations put forward by the governing authorities for the purpose of engaging in unlawful activities;

11.1.4. Harass, intimidate, provoke, abuse, hurt, or participate in any unlawful action against NoBill and the platform, and any other individuals so associated, representatives, agents, and even employees of the same.

11.2. If the User decides to cancel their account, they may do so only after they have:

11.2.1. Upload, create, or distribute any malicious software, content, virus, or destructive algorithm that may cause harm to the

Company, the Platform, or any other concerned individual/third party.

11.2.2. Violate any provision of the Terms of Service, Privacy Policy, or other similar policies, the law of the land, or any other rules and regulations promulgated by the governing authorities;

11.3. Once the account is terminated, the Platform/Company shall not grant anyone access to the information and shall erase the same within 90 days from any and all storage servers and other such personalized hardware used for the Platform's operation.

## **12. MODIFICATIONS AND AMENDMENTS**

12.1. NoBill reserves the right to develop and modify the NoBill Service.

NoBill reserves the right to modify these terms and conditions by notifying the End User at least 90 days in advance if NoBill chooses to make changes to the NoBill Service, its business model, or the manner in which the NoBill Services is provided, or if changes are required due to changes in legal obligations or other regulations to which NoBill is subject. If the End User continues to use the NoBill Service, such use is deemed acceptance of the updated terms and conditions by the End User.

## **13. GOVERNING LAW:**

13.1. This Agreement shall be governed under the Laws of UAE and shall be subject to the jurisdiction of the courts of Dubai, UAE.

## **14. DISPUTE RESOLUTION:**

14.1. If a dispute, confusion, or difference arises from, out of, or in relation to the terms specified in the Terms and Conditions (hereinafter "Dispute"), NoBill and You (collectively referred to as "Parties") will attempt to resolve such Dispute amicably through mediation as soon as possible.

14.2. If all other processes fail, the parties must resort to arbitration for effective and binding dispute resolution. The Arbitrators must be chosen jointly within two months.

14.3. The arbitration proceedings will be conducted in English.

14.4. The proceedings relating to the provisions of this clause will be held in the court of Dubai, UAE.

14.5. Unless otherwise specified in the award, both parties are to bear equally the costs of the arbitration, including the fees of the arbitrators.



14.6. The Awards and Proceedings must be carried out in accordance with the Act's provisions.

14.7. The Award issued jointly by the Arbitrators is to be considered final.

**15.UPDATES:**

15.1. In case there are any updates to the terms and conditions, the Users will be notified through the app and the Portal and their consent will be recorded.