

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 Merchant 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', 'Merchant', and 'Merchant' shall be used in reference to the Merchant 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. We provide merchants with insights and intelligence, as well as options for targeting customers through marketing/promotional campaigns.

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: (a) clicking to accept or agree to the Terms where this option is provided in the Merchant interface for any Service; or (b) using the Services. 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 (a) you are not of legal age to form a binding contract with NoBill, or (b) 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. ACCESSIBILITY:

3.1. The Merchant can use the Merchant Portal to access the Services.

3.2. The Consumer can use the NoBill app to access the Services.

4. DUTIES OF THE MERCHANTS:

4.1. The Merchant must maintain the Integration as well as the Merchant's cash register systems, payment services, applications, online store, operational environment, and network connections that are required for the NoBill Service to function. Furthermore, the Merchant is responsible for ensuring that its personnel are familiar with NoBill's basic functions and operational guidelines, and is committed to adhering to the obligation of confidentiality regarding the processing of personal data.

4.2. The Merchant is also responsible for fulfilling any warranty or other obligations relating to the goods or services purchased by an End User, as well as adhering to all laws and regulations pertaining to the provision of receipts.

4.3. NoBill makes reasonable efforts to ensure that the NoBill Service and its interfaces are available 24 hours a day, every day of the year, with the exception of development and service windows, about which NoBill makes reasonable efforts to communicate well in advance.

4.4. If the Merchant discovers a fault or a defect in the NoBill Service, it must notify NoBill immediately and, at NoBill's request, participate in resolving the fault or defect with NoBill and/or Application Developer to a reasonable extent.

5. CHARGES AND FEES:

5.1. If the Merchant subscribes to consumer intelligence, he or she must pay the subscription fee ("Merchant Fee") set by NoBill.

5.2. The Merchant Fee must be paid to NoBill within 30 days of the date of each invoice issued by NoBill.

5.3. NoBill reserves the right to review and change the Merchant Fee at any time by providing Merchant with at least 30 days' notice.

5.4. If Merchant does not accept any change to the Merchant Fees, Merchant may terminate this Agreement by notifying NoBill in writing within 10 days of receiving notice of a change in Merchant Fees, with effect from the date on which the updated Merchant Fees are due to take effect.

5.5. The Merchant Fee shall be not refundable once the invoice has been paid.

5.6. NoBill does not charge the Merchant any additional fees for electronic receipt transmission. The Merchant and NoBill separately agree on any marketing or other value-added services that NoBill may provide to the Merchant. Unless otherwise agreed in writing, both parties are responsible for their expenses incurred in relation to this Agreement and its execution (including expenses relating to the devices, software, or network connections required for the use of the NoBill Service).

6. INTEGRATION, AUTHORISATION, IDENTIFICATION DETAILS, EXCLUDED PARTNER APPLICATIONS:

6.1. Under a separate integration project, the NoBill Service will be integrated into the Merchant's cash register systems, payment services, applications, or online store ("Integration").

6.2. Integration will take place using NoBill interfaces and in accordance with NoBill requirements and specifications.

6.3. The Merchant authorises NoBill to perform the Integration on behalf of the Merchant to the extent that the Merchant uses the cash register systems or payment service solutions of NoBill's cooperation partners and in the NoBill Service. In other cases, the Merchant performs the Integration at its own expense and on its own timetable. The Merchant keeps NoBill up to date on the status of the Integration and promptly responds to NoBill's questions about the Integration. When NoBill has either approved the Integration or notified the Merchant in writing of the Integration's completion, the Merchant may begin using the NoBill Service.

6.4. As part of the Integration, the Merchant must provide NoBill with all necessary identification information pertaining to the Merchant's cash register systems, payment service solutions, acquirers, and other payment-related relationships, systems, and solutions ("Merchant Identification Information"). Alternatively, the Merchant may grant NoBill permission to obtain Merchant Identification Information from third parties. The Merchant understands and acknowledges that accurate and up-to-date Merchant Identification Information is critical to the integration's operation and availability, as well as the NoBill Service. The Merchant may

begin using the NoBill Service once NoBill has either approved the Integration or notified the Merchant in writing of its completion.

6.5. The Merchant must provide NoBill with all necessary identification information pertaining to the Merchant's cash register systems, payment service solutions, acquirers, and other payment-related relationships, systems, and solutions as part of the Integration ("Merchant Identification Information"). Alternatively, the Merchant may authorise NoBill to obtain Merchant Identification Information from third-party sources. The Merchant understands and agrees that accurate and up-to-date Merchant Identification Information is critical to the operation and availability of the integration, as well as the NoBill Service.

6.6. Furthermore, during the Integration, the Merchant must notify NoBill in writing of any such Partner Applications to which electronic receipts from the Merchant are not to be transmitted. If no such notification is made, and the parties have not separately agreed in writing otherwise at a later stage, NoBill will transmit all electronic receipts from the Merchant, insofar as they concern End Users or Application Developer's Customers, and the same has been agreed with the End User and/or the Application Developer, to all current and future Partner Applications that use the NoBill Service. The NoBill website and NoBill Service both have a list of Partner Applications.

7. MAINTENANCE OF THE NOBILL SERVICE AND DEFECTS:

7.1. NoBill makes reasonable efforts to ensure that the NoBill Service and its interfaces are available 24 hours a day, every day of the year, with the exception of development and service windows, about which NoBill makes reasonable efforts to communicate well in advance.

7.2. If the Merchant discovers a fault or a defect in the NoBill Service, it must notify NoBill immediately and, at NoBill's request, participate in resolving the fault or defect with NoBill and/or Application Developer to a reasonable extent.

8. INTELLECTUAL PROPERTY:

8.1. The Platform owns all trademarks, copyrights, licenses, patents, and other intellectual property. The Merchant shall not, under any

circumstances, use the intellectual property of the Platform for personal gain without the Platform's prior written consent.

8.2. NoBill grants Merchant a fully paid-up, non-transferable, non-exclusive license (without the right to sub-license) to use any NoBill IPR in order for the Merchant to benefit from the Services or Deliverables during the Term.

8.3. NoBill agrees that Merchant or its third-party licensors will retain all rights, title, and interest in and to the Merchant Material (including all Intellectual Property Rights).

8.4. Merchant grants NoBill a non-exclusive, royalty-free license (with the right to sub-license) to use Merchant's name, logo, other branding, and website details in NoBill and NoBill's partners' marketing collateral (including posts on the website and social media channels) during the Term and for a reasonable period of time after the end of the Term to allow NoBill time to discontinue such use.

9. LIMITED LIABILITY:

9.1. The Merchant 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.

9.2. 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.

9.3. You agree to indemnify, defend, and hold harmless NoBill and its affiliates, as well as their respective directors, officers, owners, agents, cobranders 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.

10. CONFIDENTIALITY:

10.1. The parties agree to keep confidential any material and information received from the other party that has been marked as confidential or must

be understood to be confidential, including material received from NoBill's Co-Operation Partners ("Confidential Information").

10.2. Confidential information is not information that (i) is generally available or otherwise public, (ii) is received from a third party without a confidentiality obligation, (iii) was in the receiving party's possession prior to receiving it from the other party, with no confidentiality obligation applicable, or (iv) the other party independently developed without using the other party's Confidential Information.

10.3. The parties agree not to use Confidential Information for any purpose other than those specified in the Agreement and only for those stated in the Agreement during the term of the Agreement. The parties shall use the same care and protection in relation to Confidential Information as they do in relation to their own similar information, but in no event less than a reasonable degree of care.

10.4. Parties must also put in place and maintain safeguards to prevent unauthorised access, destruction, loss, or alteration of Confidential Information. Each party shall promptly notify the other of any breach or potential breach of security relating to the Confidential Information, and shall investigate and remedy the consequences of such breach or potential breach. After the Agreement expires, the parties must promptly return any Confidential Information received from the other party or verifiably destroy it.

11. NOTICE:

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).

12. TERMINATION:

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

- 12.1.1. If it is discovered that the said Merchant 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;
 - 12.1.2. If the Merchant continues to engage in such activities despite being given notice;
 - 12.1.3. 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;
 - 12.1.4. 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.
- 12.2. If the Merchant decides to cancel their account, they may do so only after they have:
- 12.2.1. 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.
 - 12.2.2. 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;
- 12.3. 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.

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 Merchants will be notified through the app and the Portal and their consent will be recorded.