

Welcome to Shopobill, a SaaS service that enables clients to create and launch digital shopper marketing promotions. By using our services, you agree to the following Terms of Service ("ToS"), which constitute a legally binding agreement between you and DII MARTECH FZCO ("we," "us," or "our").

## 1. Services and Use of Shopobill

a. Scope of Services: Shopobill provides clients with access to a platform for creating and launching digital shopper marketing promotions. Clients may use Shopobill only for lawful purposes and in accordance with the ToS. Clients are solely responsible for the content they create and the data they collect from consumers in their Shopobill account.

b. Eligibility: By using Shopobill, you represent and warrant that you have the legal capacity to enter into a binding agreement with us and that you are not prohibited by any applicable law, regulation, or agreement from using our services.

c. Account Registration: To use Shopobill, clients must register an account by providing their name, email address, and other requested information. Clients are responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their account.

d. Access and Use: We grant clients a limited, non-exclusive, non-transferable, and revocable right to access and use Shopobill for the duration of the subscription period. Clients may not use Shopobill for any illegal or unauthorized purpose. Clients are solely responsible for ensuring that their use of Shopobill complies with all applicable laws and regulations.

e. Modifications: We reserve the right to modify, suspend, or discontinue any of our services or features at any time without prior notice. We may also add new services or features from time to time, subject to the ToS.

## 2. Rights and Responsibilities

a. Ownership and Intellectual Property Rights: Shopobill has exclusive ownership rights to the platform and all related software and technology. Clients retain exclusive ownership rights to all content they create and all first party data they collect from consumers in their Shopobill account.

b. Client Representations and Warranties: By using Shopobill, clients represent and warrant that: (i) they have the right to use all content and data uploaded to Shopobill, (ii) their use of Shopobill complies with all applicable laws and regulations, (iii) they will not infringe on any third party's intellectual property rights or privacy rights, (iv) they will not engage in any prohibited conduct, and (v) they will not use Shopobill to engage in any illegal or unauthorized activity.

c. Indemnification: Clients agree to indemnify, defend, and hold harmless DII MARTECH FZCO and its affiliates, directors, officers, employees, agents, and licensors from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with their use of Shopobill, any content or data uploaded to Shopobill, or any violation of the ToS.

d. Limitation of Liability: Shopobill provides its services "as is" and without any warranty or representation of any kind, whether express or implied. We disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the use of Shopobill or any content available through the platform. Our liability shall be limited to the maximum extent permitted by law.

## 3. Payment and Subscription

a. Payment Terms: Shopobill offers various paid plans. Clients must prepay for the selected plan by credit card or bank transfer within 7 days after choosing the plan. All payments are non-refundable. Clients are responsible for paying any applicable taxes, and we reserve the right to charge additional fees for any usage that exceeds the limits of the selected plan.

b. Automatic Renewal: Unless otherwise stated, subscriptions to paid plans will automatically renew for the same term as the original subscription term. Clients may cancel their subscription at any time before the renewal date to avoid automatic renewal.

c. Late Payments: In the event of late payment, we may suspend or terminate a client's account, and clients will be responsible for any collection costs or legal fees incurred by us to recover the unpaid amount.

d. Pricing Changes: We reserve the right to change the fees and billing methods at any time upon notice to clients. We will provide clients with at least 30 days' notice before any such change takes effect.

## 4. Cancellation and Termination

a. Cancellation by Clients: Clients may cancel their subscription at any time. The account will remain active until the end of the paid period. After that period, the account will be downgraded to the Free plan. Clients will not be entitled to any refunds or credits for any unused portion of the paid period.

b. Termination by Shopobill: We reserve the right to terminate a client's account if we suspect any unauthorized use, breach of security, violation of the ToS, or violation of any applicable laws or regulations. We may also terminate an account in response to enquiries from regulators. In the event of account termination, clients will not be entitled to any refunds or credits.

c. Survival: Sections 2, 3, 4, 5, and 8 of these ToS will survive any termination or cancellation of a client's account.

## 5. Restrictions on Use

a. Prohibited Conduct: Clients must not use Shopobill to engage in any prohibited conduct, including but not limited to:

(i) creating or transmitting any harmful content, such as viruses, malware, or spyware;

- (ii) engaging in any activity that interferes with or disrupts Shopobill or its servers, networks, or services;
- (iii) impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- (iv) sending unsolicited messages or communications, such as spam or phishing attempts;
- (v) infringing on any third party's intellectual property rights, privacy rights, or other proprietary rights; or
- (vi) engaging in any illegal or unauthorized activity.

b. Content and Data: Clients are solely responsible for all content and data uploaded to Shopobill. We reserve the right to remove any content or data that violates the ToS or that we determine, in our sole discretion, to be objectionable or inappropriate.

## 6. Governing Law and Jurisdiction

a. Governing Law: The ToS shall be governed by and construed in accordance with the laws of the United Arab Emirates ("UAE"), without regard to its conflicts of law principles.

b. Jurisdiction: Clients agree to submit to the exclusive jurisdiction of the courts of Dubai, UAE, for any dispute arising from the use of Shopobill.

## 7. Disclaimer of Warranties

Shopobill provides its services "as is" and without any warranty or representation of any kind, whether express or implied. We disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that Shopobill will be error-free or uninterrupted, or that it will meet your specific requirements. We shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the use of Shopobill or any content available through the platform. We shall not be responsible for any delay or failure in performance resulting from causes beyond our reasonable control, including

but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, or natural disasters.

## 8. General Provisions

a. Entire Agreement: The ToS constitute the entire agreement between you and DII MARTECH FZCO with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, whether written or oral.

b. Severability: If any provision of the ToS is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c. Waiver: The failure of DII MARTECH FZCO to enforce any right or provision of the ToS shall not be deemed a waiver of such right or provision.

d. Assignment: Clients may not assign or transfer their rights or obligations under the ToS without our prior written consent.

e. Notices: All notices and other communications under the ToS shall be in writing and delivered by email or by a nationally recognized overnight delivery service.

f. Changes to the ToS: We reserve the right to modify the ToS at any time without prior notice. Clients are responsible for regularly reviewing the ToS. Continued use of Shopobill after any such modification constitutes acceptance of the updated ToS.

If you have any questions or concerns about these ToS or our services, please contact us at [enquires@shopobill.com](mailto:enquires@shopobill.com).