

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) constitute a legally binding agreement made between you (“**User**” or “**you**”) and Carpeyom - FZCO (“**Carpeyom**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the Carpeyom App or WebApp (“**Platform**”). User agrees that by accessing the Platform, he/she has read, understood, and agreed to be bound by all of these Terms.

1. Carpeyom Services

Carpeyom provides services, through Users, to entities of various business activities (“**Client(s)**”) for identification, solicitation, promotion, and referral or leads generation of potential customers willing to avail or obtain products (“**Potential Customers**”) of the Client (“**Services**”) in the United Arab Emirates (“**Territory**”).

2. Registration on the Platform

- (a) In order to be enrolled in our multi-level force of users, and thus be able to undertake and perform the Services, you must register on the Platform and create an account (“**Account**”).
- (b) To register for an Account, you must complete a profile (“**Profile**”). In the course of registration, you must complete the required information on your Profile, and upload the required documents. You undertake not to provide any false or misleading information about your identity, age, location, qualifications or skills, and you agree to correct any information that is or becomes false or misleading. We reserve the right to suspend or terminate the Account of anyone who provides false, inaccurate, or incomplete information in creating or maintaining a Profile or an Account.
- (c) Your Account registration is subject to approval by Carpeyom. We reserve the right to decline a registration either to join the Platform, for any reason at our sole discretion.
- (d) By registering an Account, you consent that your Profile details be shared with Clients and/ or third-parties for the purposes of performance of Services and payment of Fees, subject to our privacy policy.
- (e) You should set your username and password for the Account. You are responsible for safeguarding and maintaining the confidentiality of your username and password, and agree not to share your username or password with anyone. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to your password.

3. Scope of Work

- (a) After registering an Account, we will examine your Profile, and determine the Client and the product(s) (“**Products**”) which you will be eligible to undertake Services in its favor (“**Services Eligibility**”). Your Services Eligibility is determined at our sole discretion and might be subject to periodic revision and amendment.
- (b) Your Services Eligibility will appear in the section related to Product description. Before activating your Services Eligibility, you will attend training sessions conducted by Carpeyom and/or the Client through the Platform, in connection to your performance of Services and in compliance with applicable laws, regulations and licensing requirements in the Territory.
- (c) You understand and agree that we may apply limits with respect to the number of leads that can be generated daily/monthly, in the course of performance of your Services. Such limits may be amended without notice at its sole discretion of Carpeyom. You will be prompted that such a limit has been reached, and consequently, you will not be able to create new leads.

4. Fees

- (a) In return for your Services, Carpeyom shall pay you fees against Product(s) successfully provided by the Client(s) to Potential Customer(s) as a result of your leads’ generation (the “**Fees**”).
- (b) The accrual of any of your Fees is subject to the collection of our relevant related fees from the Client(s).
- (c) Your accrued Fees, in addition to the terms and conditions related thereto, will be available on your Account.
- (d) Such terms and conditions and method of calculation of the Fees may be updated by Carepyom without notice at the sole discretion of Carpeyom, and shall be effective as of the time of update as shown in your Account.
- (e) In the event that an error is made in the calculation and/or payment of any of your Fees, or in the event the fees of Carepyom in return for any Product successfully issued by the Client to a Potential Customer as a result of your Services, has been refunded in full or in part to the Client for any reason whatsoever, you agree to refund to Carepyom any such collected Fees as instructed by Carepyom. Carepyom may reverse, offset, or deduct such amounts against future Fees owed to you. For the avoidance of doubt, the payment or non-payment of the Fees is at the sole discretion of Carpeyom, and you hereby acknowledge and confirm that you shall not have any recourse

against Carpeyom, its officers, employees, owners, and affiliates in this regard.

- (f) Upon submission of multiple unconverted/failed leads (nature and number to be determined by Carpeyom), Carpeyom may notify you (as determined by Carpeyom) that your Account is temporarily suspended. During the period from notification (if any) and the date of temporary suspension, Carpeyom may determine, at its sole discretion, to pay the Fees of such converted leads to you, after the temporary suspension.
- (g) Upon submission of multiple unconverted/failed leads (nature and number to be determined by Carpeyom), Carpeyom may notify you (as determined by Carpeyom) that your Account shall be permanently suspended. After the date of permanent suspension, Carpeyom shall not pay you the Fees of any converted leads.
- (h) If your Account is terminated by Carpeyom, for reasons pertaining to internal policies or breaching these Terms, or abusing Carpeyom's system to your benefit, or harming Carpeyom and its business partners, or if your leads keep cancelling and requesting refunds, Carpeyom shall not pay you the Fees of any converted leads post such termination.
- (i) If you deleted your Account, Carpeyom shall not pay you the Fees of any converted leads post such deletion.
- (j) If your Account is blocked for any reason, Carpeyom shall not pay you the Fees of any converted leads after the date in which your Account was blocked.

5. Our Relationship

- (a) You understand that your relationship with Carpeyom is as independent contractor, and nothing contained in these Terms shall be construed as appointing you as an employee of Carpeyom and/or the Client. Moreover, nothing in these Terms grants or authorizes you to assume or to create any obligation, contract or liability, express or implied, on behalf or in the name of Carpeyom and/or the Client(s).
- (b) Your engagement by Carpeyom is not exclusive, and Carpeyom shall retain the right to engage other users for providing the Services.

6. Responsibilities of the Freelancer

You agree to undertake and perform the following, in the course of performing the Services:

- (a) Conduct yourself in a professional and respectful manner when communicating with Potential Clients, and not to make any sort of promise and/or

guarantee to a Potential Customer that he/she will obtain any Client's Product(s);

- (b) Not to engage in any activity that is unlawful, fraudulent, or infringes on the rights of others, or any activities that could harm the business or reputation of Carpeyom and Clients;
- (c) Secure the written consent of the Potential Customers to share their personal data with Carpeyom and Client. The evidence of such written consent may be requested by Carpeyom anytime at its sole discretion. Carpeyom may provide you with the form and content of such consent; in the event of absence of such form, you will be keen to secure an explicit and written consent.
- (d) Comply with all applicable laws and licensing requirements in the Territory during performance of your obligations pursuant to these Terms, including but not limited to obtaining and maintaining the necessary licenses, permits and certificates from the relevant authorities in the Territory where required.
- (e) Attend the training sessions conducted by Carpeyom and/or Client in connection to the performance of Services and compliance with applicable laws and licensing requirements in the Territory, and agree to comply with the same; and
- (f) Adhere to applicable policies and guidelines of Carpeyom and Client(s) which may be updated from time to time, including as they relate to our privacy policy.

7. Intellectual Property

- (a) You agree and undertake not use any Intellectual Property of Carpeyom and/or the Client(s), except as otherwise provided and directed by us.
- (b) For the purposes of this Clause, "**Intellectual Property**" shall mean registered or unregistered trademarks, service marks, trade names, business names, design rights, database rights and any application for registration of any such rights; know-how, confidential information, trade secrets, franchise interests, license interests, patent rights, copyright interests in respect of software, systems content, utility models inventions and related rights; property rights, interest in any services, software, or hardware and all other similar property and proprietary rights.

8. Representations and Warranties

You hereby represent and warrant that:

- (a) you are duly licensed and will remain to be licensed, throughout the term of these Terms and agreement, by the relevant authorities in the Territory to undertake and perform the Services;

- (b) you have provided sufficient and correct information required for the execution of these Terms, and such information is accurate in all material aspects; and
- (c) you have not and will not commit any act or make any omission that will or may have the effect of damaging or adversely affecting in value of the Carpeyom and/or Clients' trademarks, business names, reputation, image or goodwill associated therewith and will comply with all reasonable requests we make in relation thereto.

9. Non-Circumvention

You undertake, throughout the term of these Terms, not to circumvent Carpeyom by communicating or conducting business with the Client(s) either directly or through other companies providing similar services offered by us.

10. Term and Termination

- (a) Unless both you and Carpeyom expressly agree otherwise in writing, either of us may terminate these Terms in our sole discretion at any time, without explanation, upon written notice to the other. In the event you properly terminate these Terms, your right to undertake the Services is automatically revoked, and your Account will be closed.
- (b) Without limiting Carpeyom's other rights or remedies, we reserve the right to suspend or close your Account without compensation and without notice if: (i) you breach any terms and conditions of these Terms; (ii) we have reasonable reason to believe that you have provided false or misleading information to us; (iii) we conclude that your actions may cause legal liability for you or others, may be contrary to the interests of the Platform or the Clients, or may involve illicit or illegal activity; or (iv) we are required to under applicable laws in the Territory. If your Account is temporarily or permanently closed, you may not use the Platform under the same Account or a different Account or re-register for a new Account without Carpeyom's prior written consent.
- (c) If your Account is closed, you will no longer have access to information or material you kept on the Platform. Such to information and material shall remain the sole ownership of Carpeyom.

11. Indemnification

You (the "**Indemnifying Party**") shall, at your own expense, hold harmless, defend, protect, and indemnify Carpeyom and the Clients, their affiliates and their respective personnel (the "**Indemnified Party**") from and against all losses, claims, breaches, suits, damages,

liabilities, costs, charges, reasonable attorneys' fees, judgments, fines, court costs and expenses, amounts paid in settlement, and all other liabilities of every nature, kind, and description regardless of the form of action or legal theory resulting from a third-party claim against the Indemnified Party caused or incurred by, resulting from, arising out of, or related to the Indemnifying Party's: (a) material breach of any obligation, representation, warranty or covenant in these Terms; (b) failure to secure the consent of the Potential Customer as provided under Clause 6(c) above; (c) failure to maintain the necessary licenses, permits and certificates from the relevant authorities in the Territory where required; (d) non-adherence to the applicable policies and guidelines of Carpeyom and Client(s) with respect to the Services and/or provision of misleading information or misrepresenting any information to Potential Customers; (e) any actual or alleged infringement, violation, or misappropriation of a third party's Intellectual Property or proprietary rights; (f) gross negligence, fraud or willful misconduct by the Indemnifying Party; or (g) non-compliance or violation of applicable laws and licensing requirements in the Territory.

12. Confidentiality

- (a) Except as otherwise expressly provided in these Terms, or as otherwise specifically required to be disclosed by any applicable law, you agree and undertake not to disclose to any person or use for any purpose any Confidential Information obtained from Carpeyom and/or the Client(s) in connection with these Terms.
- (b) For the purposes of this Clause, "**Confidential Information**" shall mean any information that would be regarded as confidential by a reasonable business person including but not limited to, Potential Customers details, business, Clients, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software, any other commercial, financial, legal, technical, Intellectual Property and/or other information relating to the disclosing Party and its respective businesses and/or activities

13. General Provisions

- (a) **Notices.** Any notice provided for or concerning these Terms shall be in writing and shall be deemed sufficiently given when sent by email to the respective email address of each of us. For the purpose of this Clause, your official email address will be the one mentioned in your Profile.
- (b) **Assignment.** These Terms will require that performance of Services be provided by you and shall not be assigned or delegated to any third-party. Any assignment of rights or delegation of

duties in violation of this Clause shall be null and void.

- (c) **Amendment, Modification and Waiver.** These Terms may be amended or modified anytime at the sole discretion of Carpeyom.
- (d) **Severability.** In the event any term or provision of these Terms shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability will not affect any other term or provision of these Terms.
- (e) **Survival.** After these Terms terminates, the provisions of these Terms that expressly or by their nature contemplate performance after these Terms terminates or expires will survive and continue in full force and effect.
- (f) **Governing Law and Jurisdiction.** These Terms are governed by the laws of the Emirate of Abu Dhabi and the United Arab Emirates. In the event of any disputes arising out of or in connection with these Terms, the matter shall be referred to the exclusive jurisdiction of the courts of Abu Dhabi, provided that Carpeyom may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the Territory.