

## - Introduction

- This Membership Agreement (“Agreement”) sets out the terms and conditions under which **Q Quotation DMCC** Company No. **DMCC-915949**, a company incorporated under the laws of the United Arab Emirates UAE, will grant you membership under which you will be benefiting from its services by submitting an application to be an accredited member by using the form entitled “Membership Application.”
- Terms and Conditions are a set of rules and items that define the laws and conditions that individuals or legal parties should comply with when using a service, product or platform on the Internet or in real life. Terms and conditions aim to define the rights and duties of all parties involved in the contract, deal or relationship.
- **And by agreeing to the following terms and conditions set forth below:**
  - 1. Definitions and Interpretation.
  - 2. Scope of the Agreement.
  - 3. Acknowledgments and Warranties.
  - 4. Acknowledgments and Obligations.
  - 5. Membership Fees, Charges and Payments.
  - 6. Termination.
  - 7. Consequences of Termination.
  - 8. Disclaimers and Exclusions of Liabilities.

- 9. Copyrights.
- 10. Disclosure.
- 11. Compensation.
- 12. Litigation.
- 13. Miscellaneous.
- 14. Notices.

## **- First: Definitions, Interpretation and Priority of Documents.**

### **- 1. Definitions:**

- In this Agreement, unless the context otherwise requires, the following terms have the following meanings:
- "Member": A term referring to any company or an establishment applying for membership and fulfills the terms of Q Quotation DMCC and obtains its approval.
- "Affiliate": A term that refers to any person (including the company) that is directly or indirectly subjected to, controlled by, or under common control with the company.
- "Applicable Laws": means all laws, rules, regulations, codes, guidelines and other laws applied in the United Arab Emirates.

- “Competent Authority”: A term that refers to any ministry, department, agency, public authority, regulatory body or any other person having jurisdiction over the company.
- “Business Day” means any day from Monday to Friday, excluding Saturdays, Sundays and public holidays.
- “Fees”: means any fees, commissions or other costs you will pay to the Company under the Agreement.
- “Contract”: A term that refers to every contract you wish to apply for or any purchase order you wish to submit.
- “Membership Application”: means the form on which you submit an application to become a member according to the terms that are specified by Q Quotation DMCC Company.
- “Membership Fee”: means the paid membership fees or joining fees = as determined by Q Quotation DMCC.
- "Supplier": It is a term that refers to the member (company or establishment) who wishes to apply to participate in one of the quotations (purchase orders).
- "Buyer": is a term that refers to the member (company or establishment) who wishes to submit a request for quotations.
- **2. Interpretation:**
  - - The headings of items/articles are included for convenience of reference only and will not affect the construction of this Agreement;
  - - References to items/articles and schedules shall be construed as references to the terms, items/articles and schedules of this Agreement

and each reference to the relevant sub-item/article of the item/article in which the reference appears;

- - References to provisions of laws include provisions that have been amended, re-passed or re-enacted;
- - Words applicable to natural persons include any body of persons, company, establishment, corporation, legal or individual company, and vice versa;
- - References to any agreement or document shall be deemed to include references to this agreement or document as amended, updated, supplemented, changed or replaced from time to time;
- - If “you” means two (2) or more persons, then any term or undertaking of the Agreement or undertaking expressed by you or binding on you will be deemed to be binding on those persons jointly and severally;
- - The words “includes,” “involves,” and “including” shall be construed as if followed by “but not limited to”;
- - References to days, weeks, months and years are references to days, weeks, months and years of the Gregorian calendar;
- - If the day on which any act or event is to be done or occurred is not a business day, then such act or event should be done or occurred on the next business day.
- **3. Priority of Documents:**
- In case of any conflict between this Agreement and any of the documents contained herein upon reference, the documents will take precedence in the following sequence:
  - (1) Membership application;

- (2) This agreement itself.
- **4. Language:**
- In case of any conflict, ambiguity, inconsistency or difference between the Arabic version of this Agreement and its translation into any other language, the Arabic version of this Agreement shall prevail.

## - **Second: Scope of the Agreement:**

- 1. When the Company accepts your membership application and you receive your membership, you become a member, and after paying the fees, this Agreement will enter into force and you will have the right to access and use the platform, taking into account your compliance with the terms and conditions stipulated in this agreement and the applicable rules and laws.
- 2. To avoid any doubts, Q Quotation DMCC will not be obliged to accept your application to become a member and may reject it without assigning any reason therefore.

## - **Third: acknowledgements and**

### **Warranties:**

- As a registered member of the platform, you acknowledge and ensure the following:
- 1. You meet all membership requirements as set forth in this Agreement and the Membership Application;

- 2. All information you provide in your Membership Application is true and accurate in all respects;
- 3. If you are a natural person (owner of a sole proprietorship), you are of sound mind and legal age.
- 4. If you are not a natural person, you:
  - - Are a legal entity (for example, a corporation or limited liability company) duly organized, validly existing under the applicable laws of the country in which it is incorporated, and in good standing;
- 5. Have the legal authority and are duly authorized and delegated to execute and deliver this Agreement, open accounts and enter into contracts on the Platform;
- 6. Have sufficient financial and credit resources to fulfill your obligations under this Agreement;
- 7. Do not allow anyone other than your authorized agents to access the Platform and submit any request.
- 8. Submitting Orders or entering into Contracts on the Platform will not violate any governing documents, applicable laws or any judgment, decree, order or agreement to which you or your property is subject, and this Agreement is binding on you and enforceable against you in accordance with its terms;
- 9. You have provided and will provide to the Company all documents and disclosures required under this Agreement, the Rules, the Membership Application or under applicable laws;

- 10. Any information you provide to the Company or its agents in connection with this Agreement and the accompanying membership application or otherwise will be accurate and complete in all respects;
- 11. You agree to provide Q Quotation DMCC Company in the future with information and documents that the Company may request under this Agreement and you are obligated to update the documents periodically and send those documents to Q Quotation DMCC.
- 12. You agree to notify Company immediately in writing if information provided in your membership application, this Agreement or otherwise is no longer accurate or complete.
- 13. You acknowledge and agree that once you provide all information requested in the membership application and enter into this Agreement, you are legally bound by all of the terms and conditions contained herein.

## **- Fourth: Acknowledgments and Obligations:**

- 1. You agree that neither Q Quotation DMCC nor its employees, directors, officers or agent will be liable to you for any action taken by Q Quotation DMCC or any other person in order to comply with this Agreement or applicable laws;
- 2. You acknowledge and agree that, following a request from the Company, you will promptly provide Q Quotation DMCC with such financial or other information as the Company may reasonably request or as may be

required to respond to a request for information from any appropriate authority;

- 3. You agree to abide by all applicable rules and laws regarding your trading obligations and settlement;
- 4. Q Quotation DMCC will not be liable for any loss arising from your failure to fund, cancel, or replace the order prior to execution, or the failure of any counterparty to fulfill the contract;
- 5. You acknowledge that you have not relied on any advice or recommendation given by Q Quotation DMCC when submitting the order and entering into the contract;
- 6. You may not access the Company's website or your dashboard to:
  - - Post or share any messages or content that violate any applicable law and regulations issued by any appropriate authority;
  - - Engage in any conduct or practice that is inconsistent with the principles of fair and equitable trading or conduct or practices that are harmful to the interests of other members;
  - - Publish the content of any request, the content of any Quotation, the name of any company, or republish on other platforms, regardless of the intent, for any transactions related to dealings on Q Quotation DMCC.
- 7. You agree that all communications with Q Quotation DMCC or messages you send and any telephone calls between you and Q Quotation DMCC may be recorded without notice, and such recordings may be provided to any appropriate authority (in accordance with applicable laws) and used as evidence in case of any dispute. Such recordings will be and remain the sole property of the Company;

- 8. Q Quotation DMCC Company has the right to disclose any information about the member if requested by the competent authorities after the issuance of a judicial decision for the purpose of complying with any applicable laws;
- 9. In case that the contract is awarded to one of the members (suppliers) in favor of one of the members who are buyers, both parties are obligated to draw up a contract to preserve the rights of each party. In the event of a breach by any party, the other party has the right to take legal action without Q Quotation DMCC Company bearing any responsibility towards any party.

## - **Fifth: Registration and Accounts:**

### - **1. Account Creating:**

- It is allowed to have one main account buyer or supplier for each company, but sub-accounts can be registered under the main account.
- When you create a user account (main or sub), Q Quotation DMCC will ask you to create a password.
- · You should register as a buyer or supplier and have a Q Quotation DMCC user account to use its services;
- · Whether you register as a buyer or supplier, you should have a licensed company;
- · If you register as a supplier, the services you will receive are intended to obtain opportunities that enhance the company's sales operations, while the services provided to the buyer differ in nature from the supplier's services.

- **2. Account Information:**

- In order to verify your status as a buyer or supplier, you should provide the following documents:

- - Company's License;
- - UAE-issued ID card of the owner or manager of the company mentioned on the license (for example, the Emirates ID card).
- - Company Logo.
- - Authorization document that entitles you to create the account.
- - Company's License number.
- - Company's License expiration date.
- - Tax Registration Number (TRN)
- - Add the company's main address and branch addresses

- **3. Account Security:**

- The user is responsible for maintaining the confidentiality and security of the account and password. You agree to notify Q Quotation DMCC immediately if you become aware of any unauthorized use of the user account or password. You can notify us via email or call the Help Center. Q Quotation DMCC is not responsible for any use of the account before stoppage of the account and address the problem after notifying it.

- You agree that all of your use of Q Quotation DMCC and all activities that occur within your main and sub-account will be deemed to have been authorized by you and that you are solely responsible for the consequences of using your main and sub-account.

- **4. Personal Use:**

- The account is intended for member use only and may not be shared with others.

- **5. Account Cancellation/Deletion:**

- Account cancellation/deletion is done through the following steps:
  - A. Navigate to the user profile tab.
  - B. Click on the "Delete Account" button.
  - C. Confirm your Decision to delete the account by clicking the "Confirm" button.
  - D. Provide a reason for the deletion.
  - E. Final confirmation of account deletion by clicking the "Confirm" button.
- After completing these steps, the relevant department at Q Quotation DMCC will review the request and decide whether to approve or reject the deletion based on the review outcome.

- **Information Update:**

- Users (buyers and suppliers) should update their required information when renewing the subscription or when this information changes, under penalty of liability. If you do not update the information, Q Quotation DMCC may suspend the account and stop any existing order.

- **6. Account Suspension:**

- Q Quotation DMCC may limit, suspend or withdraw your User Account at any time without prior notice for breach of the General Terms or for any reason.
- Q Quotation DMCC may suspend or terminate user accounts if it has any suspicion that the same company registers or controls two different accounts of the same type (this occurs after a decision is issued by Q Quotation DMCC).

## - **Sixth: Membership Fees, Charges, Payments and Membership Duration:**

- **1. Membership Fees:**
- Q Quotation DMCC Company determines the membership fees and members are notified of any additional fees at least three months before the end of the subscription. If the member is not notified, the renewal will be made for the same amount. According to the current Q Quotation DMCC's policy, the membership fees are free.
- In case members are charged any fees in the future, the fees will be Membership fees that are non-refundable and are paid after the company accepts your membership application. If the member wishes to renew, he/she should update all his/her data.
- In case data submitted is incorrect, whether through fraud or deception that causes harm to any party, whether with incorrect data or incorrect identification documents, the party providing this data bears responsibility

for its accuracy Q Quotation DMCC Company bearing any responsibility towards any party.

- **2. Fees:**

- You will be responsible for paying fees or commissions related to the execution of contracts and other fees associated with other services we provide to you.

- **3. Change in Membership Fees and Expenses:**

- Q Quotation DMCC may, in its sole discretion, change the Membership Fees and any other fees at any time and from time to time.

- **4.** Q Quotation DMCC Company has the right to suspend any member in case any document is incomplete and should be updated, without Q Quotation DMCC Company bearing any losses or obligations in case that the member is exposed to any direct or indirect losses.

- **5.** Fees should be paid for viewing the details of a request for quotation (RFQ) – the fee is non-refundable.

- **Seventh: Warning, Suspension of Subscription, Termination and Cancellation of Subscription:**

- **Warning and Suspension of Subscription:**

- If the member violates any of the conditions, he/she will be warned to change his/her status, and Q Quotation DMCC Company has the right to hold subscribing until the required documents are provided.
- **Termination and Cancellation/Deletion of Subscription:**
- Termination upon Notice:
  - Either you or Q Quotation DMCC Company may terminate this Agreement at any time by giving at least three (3) business days' written notice to the other party.
- Termination upon Default in the Following Cases:
  - 1. You breach or fail to comply with any of your financial obligations under this Agreement or otherwise in connection with any Contract (including any failure to pay any Fees on the due date);
  - 2. Any representation made by you under this Agreement (including all documents included to be referred to) is not or is no longer accurate or incomplete regarding any financial respect;
  - 3. If you become bankrupt, have a delivery order made against you, make any arrangements with your creditors generally or take or be subjected to any similar action as a result of the debts;
  - 4. You have held a meeting with your creditors or have been required to hold a meeting or take any other action with a view to liquidation (except for the purposes of merging or restructuring);
  - 5. If a judicial guard or an administrative guard is appointed over any of your properties, then Q Quotation DMCC Company shall have the right to terminate this Agreement and cancel your membership immediately.

## - **Eighth: Consequences of Termination:**

### - **1. Q Quotation DMCC Rights:**

- Upon termination of this Agreement, Q Quotation DMCC shall have the right, without limitation, to the following:

- - Cancel any of your pending orders;
- - Deal with any of your obligations to Q Quotation DMCC;
- - Terminate your access to Q Quotation DMCC.

### - **2. Notice of Action:**

- Q Quotation DMCC shall make reasonable efforts to notify you that it will take or has taken any of the actions set forth in the previous clause.

### - **3. Effect of Termination:**

- Termination of this Agreement shall not affect:

- - Agreements that are stated to be in force or effect thereafter;
- - Any right or obligation actually owed to either party in connection with any breach of this Agreement by the other party;
- - To the maximum extent permitted by law, your obligations of confidentiality, warranties and limitations.
- The liability, arbitration, law and jurisdiction of this Agreement will survive the termination of this Agreement as well as the suspension or restriction of your access to the Platform.

## - **Ninth: Disclaimers and Exclusions of Liabilities:**

- - There is no responsibility for the Internet;
- - You understand that although the Internet and dedicated private entities are generally reliable, technical issues or other conditions may delay or prevent you from entering or canceling an order on the Platform;
- - Q Quotation DMCC Company will not be liable in any way for any loss or damage;
- - There is no responsibility for the links on the website.

## - **Tenth: Copyrights and Intellectual Property Rights:**

- All materials displayed on the Website, including all information text, photographs, infographics, artwork, names, logos, trademarks and service marks (collectively referred to as the “Materials”) are the property of Q Quotation DMCC Company or its service providers and are protected by copyright, trademarks, and other intellectual property laws. You may not use, reproduce, modify, create derivative works from, display, or distribute the Materials without Q Quotation DMCC's prior written consent, and this rule shall survive termination of this Agreement.

## - **Eleventh: Disclosure:**

- To the maximum extent permissible under any applicable laws, you expressly consent and agree that Q Quotation DMCC may use or disclose your personal information, service providers or other persons:
  - - For the purpose of performing its obligations under this Agreement;
  - - Cooperate with any law enforcement or investigation entity;
  - - As necessary to comply with any applicable laws.

## - **Twelfth: Compensation:**

- Notwithstanding any terms or conditions to the contrary, you should compensate Q Quotation DMCC Company for any damages arising from your breach of this Agreement.
- Damages include, but are not limited to, any costs or expenses, whatever and howsoever incurred by Q Quotation DMCC Company as a result of your breach of this Agreement. Without limiting the generality of the foregoing, you shall, on a full indemnification basis, compensate and hold Q Quotation DMCC Company harmless from all out-of-pocket expenses, including legal fees.

## - **Thirteenth: Litigation:**

- Any dispute arising out of or in connection with this Agreement, including any question relating to its existence, validity or termination shall be referred to and finally resolved by Dubai Courts in accordance with applicable laws.

## - **Fourteenth: Miscellaneous:**

### - **1. Force Majeure:**

- Q Quotation DMCC will not be liable for any failure to perform any of its obligations under this Agreement or the Exchange Rules resulting from factors beyond its control, including any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, computer malfunction, electricity or power outage for any period of time, fire, floods, droughts or storms. If these circumstances continue for a continuous period exceeding six (6) months, either party may terminate this Agreement by written notice to the other party.

### - **2. Waiver:**

- No delay or omission by Q Quotation DMCC in exercising any right, power or compensation provided by law or under this Agreement or the Exchange Rules shall impair such right, power or compensation or operate as a waiver thereof or of any other right, power or compensation.

### - **3. Extension of Time, Leniency, etc.:**

- Q Quotation DMCC may exempt or waive your liability under this Agreement or any document herein or grant you time or other leniency without affecting your liability.

### - **4. Complete Understanding:**

- This Agreement and the Membership Application embody the entire understanding of the parties with respect to the matters contained or referred to herein and no oral or written promises, conditions or commitments are express or implied other than those contained in this

Agreement (including the documents included to be referred to). You irrevocably and unconditionally waive any right you may have to claim damages or void this Agreement by reason of any misrepresentation whether or not contained in this Agreement or by reason of any breach of any warranty not contained in this Agreement unless the misrepresentation or warranty is made by reason of Fraud method.

- **5. Amendment:**

- Q Quotation DMCC Company may, at any time and from time to time in its sole and absolute discretion, amend this Agreement and the Exchange Rules upon written notice to you. You will be deemed to have accepted each such amendment if you do not terminate this Agreement prior to the effective date of the amendment. Your continued use of the Platform or your placing of orders after the amendment will constitute your agreement to be bound by this Agreement and the Exchange Rules as amended.

- **6. Task:**

- You may not assign or dispose of any or part of your rights and obligations under this Agreement without the prior written consent of Q Quotation DMCC, and Q Quotation DMCC may assign or transfer all or any of its rights under this Agreement to any third party without obtaining your prior written consent.

- **7. Cumulative Obligations:**

- All obligations affecting you under this Agreement have effect and no obligation may be limited or amended by any of those other obligations unless expressly limited or amended by this Agreement.

- **8. Severability:**

- If any condition of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining conditions will remain in full force and effect.
- **9. Successors are Obligated:**
- This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.
- **10. There are no Third-Party Rights:**
- No person who is not a party to this Agreement has any rights under the Contract Law (Rights of Third Parties) to enforce or benefit from any term of this Agreement.
- **11. Law and Jurisdiction:**
- This Agreement and the Exchange Rules are subject to the laws of the United Arab Emirates.
- **12. Anti-Money Laundering Laws:**
- You agree to fully comply with all applicable (current and future) anti-money laundering laws applicable to you and Q Quotation DMCC.
- **13. Additional tables to this Agreement:**
- Q Quotation DMCC may from time to time and in its sole discretion, include new tables to this Agreement. These tables shall form an integral part of this Agreement and shall be read in conjunction with this Agreement and without derogation of it.
  
- **Fifteenth: Notices:**

- **1. Notices for You:**
- You agree to receive all notices, including confirmations and amendments to this Agreement and the Exchange Rules, and any communications relating to your account(s) or membership in Q Quotation DMCC or any other written communication via:
  - - Send an electronic mail "Email" to the email address(es) you provide with this Agreement and/or Membership Application;
  - - A mail to the address you provide with this Agreement and/or Membership Application.
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## - **Appendix (1)**

- **First: Payment and Pricing Terms:**
- 1. Prices of Products or Services: which determine the specific prices of the products or services provided on the platform. These prices can be per unit or depend on the services chosen.
  - - The services provided by Q Quotation DMCC require the supplier to undertake a subscription process, where the supplier receives an invoice for the amount paid at the time of subscription. This subscription consists of packages with a specific amount and duration of use and the supplier can determine the package that suits him/her.

- - The Value of the Request for Quotation (RFQ) details: an amount paid by the supplier so that he/she can submit a suitable price offer to the party that submitted the RFQ (the buyer). This amount is determined as a variable value based on the estimated value of the goods for which price offers are requested from the suppliers.
- 2. Offers and Discounts: which explain how to apply any promotions or discounts to prices and the conditions associated with them.
- The discounts are obtained by the buyer, represented by Q-discount, and vary according to the value of the deal and the offers presented
- This discount is used during the payment of the value of the goods agreed upon with the supplier, as the discount amount granted by Q Quotation DMCC to the buyer is transferred to the supplier's account after the completion of the sale process, as it contributes to reducing the value of the amount that the buyer pays to the supplier for the goods. This discount may reach 50%.
- 3. Accepted Payment Methods: which specify the accepted methods for making payments, such as credit cards, bank transfers, PayPal, etc.
- The accepted payment methods for subscribing to the platform's services are credit cards and bank transfers. As for the payment methods for buying and selling operations, this is within what is agreed upon between the supplier and the buyer and is not done through the platform.
- 4. Accepted Currencies:
- Transactions and subscription fees are in AED.
- 5. Taxes and Fees:

- The Agreement is subject to value-added tax VAT in accordance with Federal Decree No. (8) Of 2017 regarding value-added tax VAT and this entails adding the value of the tax amount (5%).
- Billing and late payments policy:
  - - Q Quotation DMCC issues subscription invoices to the supplier upon subscription or charging a package;
  - - Q Quotation DMCC issues invoices to the supplier upon purchase of the RFQ Fee;
  - - The supplier issues invoices for the discount value to Q Quotation DMCC in the event of selling the products, and this is considered a condition for transferring the discount to his/her account;
  - - The Supplier is responsible for issuing and sending an invoice to the Buyer directly as agreed between the Supplier and the Buyer but at the latest at the time of delivery.
- 6. Subscription or Renewal Bills:
  - Q Quotation DMCC invoices the User for the membership fees paid, including value-added tax VAT as applicable.
- **Second: Cancellation/Deletion and Refund Policy:**
  - Account Cancellation/Deletion is done through the following steps:
    - A. Navigate to the user profile tab.
    - B. Click on the "Delete Account" button.
    - C. Confirm your Decision to delete the account by clicking the "Confirm" button.
    - D. Provide a reason for the deletion.

- E. Final confirmation of account deletion by clicking the "Confirm" button.
- After completing these steps, the relevant department at Q Quotation DMCC will review the request and decide whether to approve or reject the deletion based on the review outcome.
- 1. Time Period for Cancellation/Deletion: which specifies the time limit within which a cancellation can be made without incurring additional fees.
- Cancellation shall be made within 15 days from the date of submitting the request. In the meantime, the ability to submit requests or accept offers will be suspended.
- 2. Cancellation/Deletion Fees:
- Q Quotation DMCC Company exempted any fees.
- 3. Refund Policy:
- - Our customer service center shall be contacted to clarify the reasons based on which the customer service center will submit a refund request for the customer.
- - The refund policy applies only on the amounts of money that are paid as subscription fees for packages offered on the Q Quotation DMCC platform. Services and goods are not included in the refund policy, and the refund policy for goods or services is determined based on the direct agreement between the seller and the buyer, without any intervention from Q Quotation DMCC platform in this part.
- - The supplier is entitled to refund the amount of money that has been paid for one of the platform's packages as long as the package is still valid.
- - The supplier is not entitled to refund any amounts of money in case the purchased package has expired.

- - In case the supplier has consumed a part of the package purchase RFQ details, he/she can refund the remaining amount provided that the package is still valid.
- - The amount will be refunded using the same payment method that was used when subscribed.
- - The refund request will be processed within 10 working days starting from the refund request date.
- 5- Signature of consent:
- Using the platform constitutes your acknowledgment of your acceptance of all the terms and conditions contained herein. Q Quotation DMCC has the right to amend and expand the terms and conditions without notifying you, and therefore the responsibility for checking updates to the terms and conditions falls on the user.
- The cancellation and refund policy protects customers and explains procedures in the event they are not satisfied or their circumstances change. You need to clearly present this policy to customers and beneficiaries and comply with it upon cancellations.
- **Third: Responsibilities and Obligations of the Parties:**
- 1. Rights and Duties of Users:
- - You have full power and authority to accept the Terms and to perform your obligations under these Terms;
- - The information and documents provided during the registration process are true, accurate, current and complete and you will maintain and update all information and documents to keep them while your user account is being activated;

- - You are solely responsible for obtaining all licenses, permits and certifications required for content you submit, post or display;
- - Any content you submit is not counterfeit or stolen and does not infringe the copyright, patent, trademark, trade name, trade secret or other rights of any third party;
- - You have the authority to sell, trade, distribute or export the Products that you express in the Quotations, and your offering of such Products does not infringe the rights of any third parties (for example, exclusive agency or distribution agreements);
- - Neither you nor your company, its directors, officers or affiliates are subject to any trade restrictions, sanctions or other legal restrictions of any country, international organization or jurisdiction.
- 2. Rights and Duties of Service or Product Providers:
  - - Q Quotation DMCC provides a platform for suppliers and buyers to interact with each other to buy and sell products. It does not represent buyers or suppliers in any transaction and is not a party to any agreement between them;
  - - Suppliers and buyers should agree on their own contractual terms;
  - - Q Quotation DMCC is not responsible for the quality, legality, safety or availability of products, the ability of suppliers to complete a sale or the ability of buyers to complete a purchase;
  - - Q Quotation DMCC is not responsible for unsatisfactory or delayed performance, loss, damage, or business interruption as a result of unavailable, damaged, or undelivered products.
- 3. Compliance with Laws and Regulations: All parties should comply with applicable laws and regulations of local and national authorities:

- · Conduct your business dealings with other users in good faith;
- · Not to use the Platform to defraud any person or entity;
- · Not to impersonate any person or entity, or misrepresent yourself or your affiliation with any person or entity;
- · Do not use additional accounts or third parties to manipulate ratings or leave positive comments for yourself or unwarranted negative comments for another user;
- · Not to engage in spamming, phishing or spreading viruses;
- · Your sole intention for using the Platform should not be to collect information about other users;
- · Not to engage in any activities that would create liability for Q Quotation DMCC.
- 4. Compensation and Guarantees:
  - Q Quotation DMCC will not compensate or guarantee products and/or services exchanged on the platform. Q Quotation DMCC is not responsible for the quality of products or their conformity to the description.
- 5. Account Cancellation/Deletion:
  - In its sole discretion, Q Quotation DMCC has the right to remove any request or offer, suspend or cancel/delete any user's account in its sole discretion, if it becomes aware of or suspected violation.
  - For the user, account cancellation/deletion is done through the following steps:
    - A. Navigate to the user profile tab.
    - B. Click on the "Delete Account" button.

- C. Confirm your Decision to delete the account by clicking the "Confirm" button.
- D. Provide a reason for the deletion.
- E. Final confirmation of account deletion by clicking the "Confirm" button.
- After completing these steps, the relevant department at Q Quotation DMCC will review the request and decide whether to approve or reject the deletion based on the review outcome.
- 6. Investigations and Disputes:
- Q Quotation DMCC may mediate or attempt to resolve any dispute or disagreement between Buyers and Suppliers, but neither will be responsible for resolving such dispute. You can contact us to report any problems or violations of these terms.

- **When you agree to the General Terms and Conditions, you also agree to the following: (Appendices)**

- **Buyer's Services:**

- - By subscribing to this platform, we consider that you are the person qualified to work on this platform, accept the agreements, and follow the process in full.

- - You have the right to use your account as a buyer after completing the registration process. In the registration steps, you choose the “buyer” option and upload and add all the required documents and information identified in the general terms and conditions.
- - The information provided during the registration process shall be correct, current and complete, and you shall update it to remain correct throughout the period of use. The platform’s support team should be notified in the event of any emergency.
- - Subscription as a buyer's account will be unpaid for the first period, and the platform has the right to amend the subscription fee without prior notice.
- - The platform allows the buyer to solicit quotations by creating a request for quotations for the product or service he/she wants.
- - The subscriber should adhere to the laws issued by the United Arab Emirates and not solicit quotations requests for products that are prohibited or that violate the laws.
- - The subscriber should deal with the platform seriously and for the purpose of commercial exchange, and if tampering is proven by the platform’s audit team, they have the right to suspend the account without prior warning.
- - By using the platform, the buyer obtains several benefits, including access to a discount on the price of the goods from the platform.
- - To obtain the Q discount, the buyer should accept one of the quotations offered by the suppliers.
- - The discount value is directly proportional to the number of offers submitted by suppliers.

- - The platform has nothing to do with the issue of the quality of the goods/service delivered, and the buyer has the right not to receive the goods/service if it violates the specifications in the accepted quotation. The dispute shall be settled between the parties outside the platform, and the platform does not bear responsibility for that.
- - The buyer should complete the process on the platform after receiving the goods/service.
- - All operations carried out by sub-users created by the account administrator (the account registered with on the platform) are the responsibility of the account administrator according to the powers granted to them, and the support team on the platform should be informed in the event of any emergency.

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## - **Supplier's Services:**

- - By subscribing to this platform, we consider that you are the person qualified to work on this platform, accept the agreements, and follow the process in full.
- - When you register on the platform with the “supplier” option, you can obtain many opportunities by requesting quotations for your main business classification and the products defined under this classification and the minimum order value (MOV) for a single quotation request.
- - The information provided during the registration process shall be correct, current and complete, and you shall update it to remain correct throughout the period of use. The platform’s support team should be notified in the event of any emergency.

- - Services are provided to the supplier in exchange for a paid subscription according to the segments defined on the platform.
- - The segments defined on the supplier's platform have a financial value and a period of time, and the actual value of the package ends when its period ends individually, or its value is completely consumed, or the two factors finish together.
- - The value provided to the supplier is the purchase of details of the quotation requests, as the information related to the quotation request is not completed until the value of the quotation request is paid to the platform.
- - The value of the RFQ details cannot be refunded after purchasing it for any reason.
- - After purchasing the RFQ details, the supplier can get informed with the details of the quotation request and submit his/her quotation.
- - The platform enables suppliers to add their proposed quotations to buyers, provided that the quotations of products or services do not violate the law in the United Arab Emirates.
- - The quotation request includes an expiration date, and the supplier should submit his/her quotation before this period expires.
- - When the supplier sends his/her offer in response to a quotation request, he/she is committed to the specifications of the service/product provided, and in the event of a difference from the description presented in the price quote, this process is considered a type of manipulation and is subject to the laws in force in the United Arab Emirates. The buyer has the right not to receive the goods and should inform the platform of this.

- - The dealing between the buyer and the supplier through the platform is limited to quotation requests and sending quotations and the platform does not interfere in the process of sending or inspecting the approved goods.
- - The task of the platform is to provide a digital space for exchanging services between providers / suppliers and buyers, and it is limited to the processes of sending and receiving quotation requests and has nothing to do with the content of the services or products.
- - The platform is not responsible for not accepting any of the quotations after sending them to the buyer.
- - If the supplier's offer is accepted by the buyer, the supplier should send the goods with an invoice for the value of the goods minus the value of the Q discount, where he/she receives the remainder of the value of the goods after the buyer receives them and agrees to this process.
- - The supplier shall receive the remaining value of the goods/service after uploading a file containing the remaining amount, and this amount shall be due for him/her after the approval of the platform's audit team on this.
- - The supplier has no right to claim the remaining amount if he/she does not upload the file within a maximum period of 3 months from the date of approval of the goods by the buyer.
- - If a claim file for the value of the Q discount is not submitted within a period of 3 months from completing the process and receiving the goods, the discount shall be considered void and the supplier has no right to claim it.
- - All operations carried out by sub-users created by the account administrator (the account registered with on the platform) are the responsibility of the account administrator according to the powers granted

to them, and the support team on the platform should be informed in case of any emergency.

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