



THIS MERCHANT SERVICES AGREEMENT (THE "**AGREEMENT**") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND THE E MALL PAYMENT SERVICE PROVIDER.

PLEASE READ IT CAREFULLY.

BY APPLYING FOR THE SERVICES THROUGH OUR ONLINE PROCESS OR OTHERWISE BY USING THE SERVICES DEFINED BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO BE BOUND BY (AND THAT YOUR COMPANY WILL BE BOUND BY) ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL DOCUMENTS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT DO NOT USE THE SERVICES.

1. INTRODUCTION

1.1. Introduction. In this Merchant Service Agreement ("**Agreement**"), "Merchant", "you" and "your" refer to each customer ("**Merchant**") and its designated agents, including your administrative contact, and "The E Mall", "we", "us" and "our" refer collectively to The E Mall Payment Service Provider, Dubai ("The E Mall"). This Agreement explains our obligations to you, and your obligations to us in relation to the service(s). By the subscribing to the website/service(s) you agree to establish an account with us for such services (THE MERCHANT PROVIDES THE E MALL THE AUTHORIZATION TO ISSUE INVOICES AND COLLECT FEES OR PAYMENTS ON ITS BEHALF FOR THE SERVICES FOOD & DRINK OR GOODS) BUT NOT LIMITED TO(THAT ARE SOLD THROUGH HIS ACCOUNT ALSO THE MERCHANT ACKNOWLEDGES AND AGREE THAT IT WILL BE SOLELY RESPONSIBLE FOR ALL LEGAL AND ILLEGAL MATTERS ARISING FROM (BUT NOT LIMITED TO) ISSUING INVOICES, PROVIDED SERVICES, PRODUCT QUALITY, OR THE DELIVERY SERVICES, WITHOUT INCURRING THE E MALL ANY RESPONSIBILITY FOR WHAT IS MENTIONED ABOVE). When you use your account or permit someone else to use your account for the subscribing or otherwise acquire access to additional The E Mall service(s) or to modify or cancel your service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that the administrative contact for any services provided to you is your agent with full authority to act on your behalf with respect to such services, as permitted by the Services and related documentation, including (but not limited to) the authority to terminate, transfer (where transfer is permitted by the Agreement), or modify such services, or subscribing into an additional services. Any acceptance of your application(s) or requests



for our services and the performance of our services will be deemed to occur at our offices in Dubai.

- 1.2. Various Services. Sections 1 through 13 apply to any and all Services that you subscribed in or use under the Agreement.

2. DEFINITIONS

- 2.1. "**Financial Institution**" shall mean banks or financial institutions having business relationships with one or more Financial Processors that have agreed to evaluate and provide merchant accounts and payment authorization services to merchants.
- 2.2. "**Financial Processor**" shall mean an entity with which The E Mall has established a relationship that performs the back-end authorization and processing of Transactions between the Merchant's Financial Institution and the cardholder's bank.
- 2.3. "**Services**" shall mean all type of services that are provided by the E Mall and any services specifically described in this Agreement.
- 2.4. "**Software**" shall mean the HTML code, application programming interfaces (APIs), related documentation and other client software or code which The E Mall provides to Merchant, including updates, to enable The E Mall to provide the Services to Merchant. Unless otherwise specified, Software shall not include any source code.
- 2.5. "**Transaction**" shall mean information related to the purchasing of goods, food & drink or services from Merchant through the E Mall. Specifically, a Transaction is an authorization, delayed capture, sale, void, voice authorization or credit data transmission between The E Mall and its back-end processors.
- 2.6. "**Fee**" means The E Mall fee that is calculated based on each transaction separately, which is based on the percentage agreed upon between the merchant and The E Mall while the registration process.

3. MERCHANT OBLIGATIONS.

- 3.1. General Service Requirements. Merchant shall be solely responsible for:
- 3.2. Establishing, maintenance of its profile, fulfilling all orders for products and services sold by Merchant to its users.
- 3.3. Establishing and maintaining a commercial banking relationship with one or more Financial Institutions. The terms of such relationship shall be determined solely by Merchant and the Financial Institution;



- 3.4. Keeping its login name and password confidential. Merchant shall notify The E Mall immediately upon learning of any unauthorized use of its username or password. Merchant shall be solely responsible for (i) updating its passwords for access to the Services periodically, and (ii) creating passwords that are reasonably "strong" under the circumstances, both in accordance with The E Mall's requirements. A "strong" password is at least six characters long, does not contain all or part of the users account name, and contains at least three of the four following categories of characters: uppercase characters, lowercase characters, base 10 digits, and symbols found on the keyboard (such as !, @, #). Strong passwords should be generated in such a way that knowledge of one does not lead to knowledge of another.
- 3.5. Maintaining commercially reasonable business practices in conjunction with use of the Services, collecting, storing and transmitting its customer data in a secure manner and protecting the privacy of its customer data. Merchant shall comply with The E Mall's requests for reasonable action on Merchant's part, to the extent necessary, to maintain security and integrity of the Services;
- 3.6. Updating to the most current Software version and security updates and patches necessary to properly operate the Services and keeping all Merchant enrollment.
- 3.7. Merchant agrees, and hereby represents and warrants that Merchant shall (A) use the Services in accordance with the applicable user guides and other documentation; and (B) not use or permit others to use information obtained through the use of the Services for any purpose other than in conjunction with the Services and in a manner described in the documentation for the Services.

Proprietary Rights.

Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in



connection with any of the Services identified herein ("The E Mall Intellectual Property Rights") are owned by The E Mall or its licensors, and you agree to make no claim of interest in or ownership of any such The E Mall Intellectual Property Rights. You acknowledge that no title to the E Mall Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the E Mall or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by The E Mall and all existing and future copyright and other right, title and interest in and to each such Derivative Work, are assigned to, and shall automatically vest in, The E Mall. The E Mall shall have no obligation to grant you any right in any such Derivative Work. Except to the extent permitted by applicable law, Merchant shall not disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share the Services or any components thereof, or otherwise apply any procedure or process to the Services or components thereof in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings or any algorithm, data, process, procedure or other information contained therein. Merchant shall not rent, sell, resell, lease, sublicense, loan or otherwise transfer the Services or components thereof.

4. The E Mall's OBLIGATIONS.

4.1. Services.

Subject to the terms in this Agreement, The E Mall agrees to (i) provide to Merchant the Services for which Merchant enrolls and pays the applicable fees, including without limitation the transmission of Transaction information to Financial Processors, and (ii) provide Merchant with access to standardized reports regarding Merchant's Transactions processed using the Services and certain reporting tools to assist Merchant in accounting activities. The E Mall hereby grants to Merchant the right to access and use the Services in accordance with the Agreement. The E Mall is not bound by nor should Merchant rely on any representation by (i) any agent, representative or employee of any



third party that Merchant may use to apply for our services; or in (ii) information posted on our Website of a general informational nature.

4.2. Modification of Terms; Changes to Services.

Except as otherwise provided in this Agreement, Merchant agrees that The E Mall may: (1) revise the terms and conditions of this Agreement, including without limitation modifying the service fees or payment terms; and/or (2) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective either, at The E Mall's sole discretion, 30 days after posting of the revised Agreement or change to the Services on the E Mall, or upon electronic or written notification to you. You agree to periodically review the E Mall T&C, including the current version of this Agreement available on the E Mall, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice as set forth in this Agreement. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as otherwise expressly stated herein, but you will not incur any additional fees. By continuing to use The E Mall services after any revision to this Agreement or change in Services, you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our Services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of The E Mall is authorized to alter or amend the terms and conditions of this Agreement.

4.3. Secure Transactions.

The E Mall has implemented and will maintain security systems for the transmission of Merchant's Transactions, consisting of encryption and "firewall" technologies that are understood in the industry to provide adequate security for the transmission of such information over the Internet. The E Mall does not guarantee the security of the Services or Transaction data, and The E Mall will not be responsible in the event of any infiltration of its security systems, provided that The E Mall has used commercially reasonable efforts to prevent any such infiltration.

4.4. Technical Support for Services.



The E Mall shall provide the technical support services to Merchants, specific to the support package selected by Merchant during enrollment. The E Mall's then-current, standard technical support descriptions for these Services.

5. **PRIVACY**

- 5.1. The E Mall Privacy Statement. The privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site. You agree to monitor our Web site periodically to review such revisions. By using our services after modifications to the privacy statement, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement.
- 5.2. Use of the Data. Merchant acknowledges and agrees that in the course of providing the Services, The E Mall will capture certain transaction and user information (collectively, the " **Data** "). Merchant agrees to provide to The E Mall, and The E Mall shall capture, only the Data that is required by the Software and is necessary for The E Mall to provide the Services. The E Mall agrees to use Data in its personally identifiable form only as necessary to complete the requested transaction. The E Mall shall not disclose Data to third parties or use the Data, except that The E Mall shall have the rights (i) to use the Data as necessary to perform the Services contemplated in this Agreement (including distributing the Data to third parties providing services requested by Merchant); (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes; (iii) to compile and disclose Data in the aggregate where individual merchant Data is not identifiable, including without limitation, calculating merchant averages by region or industry; and (iv) to provide the Data as required by law or court order, or to defend The E Mall's rights in a legal dispute. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary,



rectify the data you hold about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

6. FEES AND PAYMENT TERMS

- 6.1. As consideration for the Services you subscribed in during the signing up process (The agreed transaction percentage as The E Mall fees), you agree to pay The E Mall the applicable service(s) fees which agreed during the online registration process, or as otherwise provided by The E Mall concurrently with this Agreement. All fees are due immediately and are non-refundable except as otherwise expressly noted herein. Unless otherwise specified herein or on our Web site. Additional payment terms may apply to The E Mall services you subscribed in.
- 6.2. The service fee is calculated for each transaction individually, and it is based on the percentage that was agreed upon between the merchant and The E Mall while the registration process. The process of calculating fees is based on the choice of the merchant, as the merchant has the right to choose whether he wishes to pay these fees or add them to the invoice of the buyer or the beneficiary of the service.
- 6.3. In the event that the Merchant chooses to pay the agreed transaction fees for The E Mall, then the Merchant provides The E Mall the authorization for the purpose of deducting the fees amount from transaction amount hereby this Agreement and before the settlement.
- 6.4. In the event that the Merchant chooses to add the agreed transaction fees upon by the buyer or the beneficiary of the service (its customer), then The E Mall has the authorization for purposes of adding these fees and deduct them from the customer's account before settling the amount to the merchant account hereby this agreement.
- 6.5. If the transaction is less than 100 AED, then 50 fils is automatically added to the transaction in addition to the agreed percentage as The E Mall fee.
- 6.6. All payments due to The E Mall shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum The E Mall by a party in respect of which such deduction or withholding is to be



made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, The E Mall receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

6.7. All fees owed by Merchant to third parties, are Merchant's sole responsibility and are not covered by this Agreement.

7. Settlement: (transferring transaction amounts to the merchant account)

The E Mall represents and warrants that all settlement for each individual transaction will be completed within two business days from the date of the Financial Processor settlement.

8. WARRANTY; DISCLAIMER

8.1. The E Mall represents and warrants that (a) it has all requisites to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of The E Mall, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken.

- a. EXCEPT AS EXPRESSLY SET FORTH ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE E MALL, AS APPLICABLE, MAKE NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES OR SOFTWARE,
- b. MERCHANT ACKNOWLEDGES THAT THE E MALL HAVE REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY OR WITHOUT COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE SERVICES OR THAT ALL ERRORS WILL BE CORRECTED.

8.2. Merchant represents and warrants that it shall comply with all applicable privacy, consumer and other laws and regulations with respect to its (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data; and (iii) use of the Services. Additionally, Merchant represents and warrants that (a) it has all requisite corporate or other power to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of Merchant, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (c) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; (d) if Merchant is



a corporation, then it is a corporation in good standing in its jurisdiction of incorporation; (e) it has read and understands the entire Agreement and desires to be bound thereby, and it has been represented by counsel of its own choosing; and (f) it represents and warrants that, except as expressly set forth herein, no representations of any kind or character have been made to induce it to execute and enter into this Agreement.

9. INDEMNIFICATION. This section is subject to the terms of Section 9.

Either party will defend, indemnify, save and hold harmless the other party and the officers, directors, agents, Affiliates, distributors, franchisees and employees of the other party from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from the indemnifying party's material breach of any duty, representation or warranty of this Agreement. A party's right to indemnification under the Agreement ("indemnified party") is conditioned upon the following: prompt written notice to the party obligated to provide indemnification ("indemnifying party") of any claim, action or demand for which indemnity is sought; control of the investigation, preparation, defense and settlement thereof by the indemnifying party; and such reasonable cooperation by the indemnified part, at the indemnifying party's request and expense, in the defense of the claim. The indemnified party shall have the right to participate in the defense of a claim by the indemnifying party with counsel of the indemnified party's choice at the indemnified party's expense. The indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment that makes any admissions in the indemnified party's name or imposes any liability upon the indemnified party

10. LIMITATIONS ON LIABILITY

Merchant acknowledges that The E Mall is not a financial or credit reporting institution. The E Mall is payment service provider responsible only for providing data transmission to effect or direct certain payment authorizations for Merchant and is not responsible for the results of any credit inquiry, the operation of websites of ISPs or Financial Institutions or the availability or performance of the Internet, or for any damages or costs Merchant suffers or incurs as a result of any instructions given, actions taken or omissions made by Merchant, Merchant's financial processor(s), Merchant's Financial Institution or any ISP. IN NO EVENT WILL THE E MALL'S LIABILITY (INCLUDING LIABILITY FOR NEGLIGENCE) ARISING OUT OF THIS



AGREEMENT EXCEED THE FEES PAID TO THE E MALL BY MERCHANT OR THE CUSTOMER PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT WILL THE E MALL OR HAVE ANY LIABILITY (INCLUDING LIABILITY FOR NEGLIGENCE) TO MERCHANT OR ANY OTHER PARTY FOR ANY LOST OPPORTUNITY OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, FOOD & DRINK OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT THE E MALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Notwithstanding the above, the limitations set forth above shall be enforceable to the maximum extent allowed by applicable law.

11. TERM AND TERMINATION

- 11.1. Term; Renewal. This Agreement will commence on the later of the date Merchant accepts the terms of this Agreement (the "Effective Date"), and will continue for a not specified period (Indefinitely), unless terminated or suspended according to the provisions of this Agreement.
- 11.2. Suspension and Termination. Either party hereto may, at its option, and without notice, terminate this Agreement, effective immediately, should the other party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver liquidate, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such Party's property or providing for the liquidation of such party's property or business affairs.
- 11.3. *By Merchant.* Merchant may terminate this Agreement upon prior written notice to The E Mall by notifying The E Mall's customer support electronically or in writing and following the instructions for cancellation. Subject to the above, The E Mall shall use commercially reasonable efforts to cancel the Services within seven (7) business days



following such written notice from Merchant. Merchant shall be responsible for the request pending through his profile and payments.

11.4. By The E Mall. Notwithstanding Section 10.1, The E Mall may suspend Merchant's access to the Services or terminate this Agreement as follows:

i. Following ten (10) days prior electronic or written notice (such as an overdue invoice) if (a) Merchant breaches the Agreement, (b) perpetrates fraud, (c) causes or fails to fix a security breach relating to the Services, (d) fails to comply with The E Mall's best practices requirements for security management or to respond to an inquiry from The E Mall, concerning the accuracy or completeness of the information Merchant is required to provide pursuant to this Agreement, (e) in the event of the expiration of any documents that were required for the purpose of the signing up (If it was not replaced by one month of the expiration date).

1. Immediately, without prior notice, if The E Mall reasonably believes Merchant's breach compromises the security of the Services in any material fashion, if fraudulent Transactions are being run on your account, or Merchant's financial processor or Financial Institution with which Merchant has a merchant account requires such termination or suspension.

11.5. Effect of Termination.

a. You shall bear all costs of such termination, upon termination, your rights to use the Services, and any other rights granted hereunder, shall immediately cease, and you shall destroy any copy of the materials licensed to you hereunder and referenced herein. Each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement will not relieve The E Mall or Merchant from any liability arising prior to the termination of this Agreement. To the extent permitted by applicable law, you agree that upon termination for any reason, we may delete all information relating to your use of the Service.



- b. Reinstatement of Services. If Services are suspended or terminated by The E Mall due to lack of the above-mentioned condition, reinstatement of Services shall be subject to condition of signing up process of The E Mall.

12. CONFIDENTIALITY

- 12.1. Confidential Information. "Confidential Information" means any confidential, trade secret or proprietary information (which may be business, financial or technical information) disclosed by one party to the other under this Agreement that is marked confidential or if disclosed orally designated as confidential at the time of disclosure or that should be reasonably understood to be confidential. All source code and the terms of this Agreement will be considered Confidential Information.
- 12.2. Confidentiality Obligations. Each party (i) shall not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement and for purposes of performing this Agreement, and (ii) shall take reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own proprietary information or Confidential Information of similar importance. Each party further agrees to use the other party's Confidential Information only for the purpose of its performance under this Agreement. In addition, the receiving party shall not reverse engineer, disassemble or decompile any prototypes, software or other intangible objects which embody Confidential Information and which are provided to the receiving party hereunder.
- 12.3. Limitation of Confidentiality. The Obligations set forth in Section 11.2 ("Confidentiality Obligations") above do not apply to information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently without access or reference to the Confidential Information, (iv) is disclosed with the written approval of the disclosing party, or (v) is disclosed five (5) years from the effective date of termination or expiration of this Agreement.



12.4. Exceptions to Confidentiality. Notwithstanding the Confidentiality Obligations set forth in Section 11.2 above, each party may disclose Confidential Information of the other party (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law but only after alerting the other party of such disclosure requirement and, prior to any such disclosure, allowing (where practicable to do so) the other party a reasonable period of time within which to seek a protective order against the proposed disclosure, or (ii) on a "need-to-know" basis under an obligation of confidentiality substantially similar in all material respects to those confidentiality obligations in this Section 10 to its legal counsel, accountants, contractors, consultants, banks and other financing sources.

13. MISCELLANEOUS TERMS

13.1. Force Majeure (Events beyond the Parties' Control). Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder, except for Merchant's payment obligations hereunder, due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this Section shall give the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof, and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided, however, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate the Agreement.

13.2. Entire Agreement and Modification. The terms in this Agreement constitute the entire agreement between The E Mall and Merchant regarding its subject matter and its terms supersede any prior or simultaneous agreement, terms, negotiations, whether written or oral, or whether established by custom, practice, policy or precedent, between the parties hereto. Except as otherwise provided for herein, any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties herein.



13.3. Severability.

In the event that any provision of this Agreement is unenforceable or invalid such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13.4. No Assignment.: Merchant may not assign this Agreement without the prior written consent of The E Mall.

13.5. Governing Law and Jurisdiction. : This Agreement will be governed by and construed in accordance with the laws of the UAE without reference to its conflicts of laws principles. Each party consents to the exclusive venue and jurisdiction of the court in Dubai for any dispute arising out of or related to this Agreement. The parties acknowledge and agree that this Agreement is made and performed in UAE Dubai.

13.6. Notice.

Except as otherwise expressly stated in this Agreement, all notices to The E Mall shall be in writing or electronically, delivered via Email to The E Mall customer support team. You authorize The E Mall to notify you as our customer, via commercial e-mails, telephone calls and other means of communication, of information that we deem is of potential interest to you, including without limitation communications describing upgrades, new products and services or other information pertaining to the Services or other The E Mall offerings.

13.7. Headings. The section headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

13.8. Independent Contractors. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

13.9. Non-Disparagement; Publicity. During the term of the Agreement, neither party will disparage the other party or the other party's trademarks, web sites, products or



services, or display any such items in a derogatory or negative manner on any web site or in any public forum or press release. Unless otherwise stated herein, neither party shall issue a press release or otherwise advertise, make a public statement or disclose to any third party information pertaining to the relationship arising under this Agreement, the existence or terms of the Agreement, the underlying transactions between The E Mall and Merchant, or referring to the other party in relation to the Agreement without the other party's prior written approval.

- 13.10. Costs. Except as expressly stated in the Agreement, each party shall be solely responsible for the costs and expenses of performing its obligations hereunder.