

TERMS OF USE

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This website including all subdomains (collectively, the "**Site**") is owned by Mahsul Trading and Services DMCC. Mahsul Trading and Services DMCC is incorporated in the Dubai Multi Commodities Centre, a free-trade zone located in Dubai, United Arab Emirates and has its registered address at Jumeirah Bay Tower Xhh2, 16th Floor, Unit N 1607-026, Jumeirah Lakes Towers, P.O. Box N 212997 Dubai, United Arab Emirates ("**Mahsul Trading**," "**we**," "**us**," and "**our**").

We are providing you with access to this Site and operating an agricultural trading platform (together, our "**Services**") subject to the following terms and conditions. By browsing, accessing, using, registering for or selling/purchasing Products on this Site or otherwise using our Services, you are agreeing to all of the following terms and conditions, including any policies referred to herein (collectively, these "**Terms**").

Specific features of the Site may have additional rules and terms associated with them, and such additional rules and terms will be prominently posted or otherwise made available to each user ("**you**" and "**your**," including any entity you represent) and are incorporated herein by reference.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND MAHSUL TRADING. BY USING THIS SITE, YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS, INCLUDING ALL EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN, AND WARRANT THAT YOU HAVE FULL AUTHORITY AND CAPACITY, LEGAL AND OTHERWISE, TO USE THE SITE. YOU MAY NOT ACCESS OR USE THIS SITE IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS.

THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED THROUGH BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE ARBITRATION PROVISIONS BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

We are based in Dubai, United Arab Emirates. We make no claim that the Site will be legal or accessible outside of the United Arab Emirates.

You must be at least eighteen (18) years of age (and above) to use this Site. By using this Site, you represent that you are at least eighteen (18) years of age.

If you do not agree to these Terms, please do not register for, or use, the Site.

If you have any complaints or are dissatisfied with the service you receive in relation to your use of the Site, please contact us at sales@mahsul.ae, and we will do our best to address your concerns.

1. REGISTERED USER ACCOUNTS

- 1.1 You will be required to register and open an account on the Site in order to use it. The Site allows registered account holders ("**Registered Users**") to buy and sell agricultural commodities ("**Products**"). A Registered User may either register to sell Products ("**Seller**") or buy Products being sold by a Seller ("**Buyer**").
- 1.2 To register an account on the Site, you must at least be eighteen (18) years of age.
- 1.3 By registering yourself on the Site, you warrant that all the information you provide to us is true, correct and complete, and you agree to update and maintain the accuracy of this information at all times. You authorize us to use any information provided to us to verify your information (including any updated information). We may conduct any searches as we deem appropriate at any stage of the relationship; and you have the obligation to cooperate with us fully and provide us with any information required promptly.
- 1.4 Each Registered User is the sole authorized user of his or her account. Registered Users are responsible for keeping their passwords and account access information confidential. Registered Users are prohibited from assigning or otherwise transferring their accounts and passwords to others. Therefore, you should take measures to restrict access to your account and to any devices from which you access your account.
- 1.5 As a Registered User, you are responsible for all activities that occur under your account, and you acknowledge that Mahsul Trading is not responsible for unauthorized access to your account that results from theft or misappropriation of your account or password. You must notify us immediately if you know of or suspect that an unauthorized use or other breach of security of your account or the Site has occurred. We may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at any time and for any reason by following the instructions on the Site. We retain the right to suspend or terminate your account at any time and at our discretion.

2. ACCEPTABLE USE POLICY

- 2.1 By registering and signing onto the Site, you agree to use the Site in compliance with these Terms and all applicable rules and regulations, including the local, state, national, and international laws that apply to your jurisdiction.
- 2.2 You declare that: (a) the activities you undertake through the Site shall comply with all applicable rules, regulations and legislation in force; (b) you shall carry out commercial transactions with other Registered Users in good faith; and (c) you shall comply with the agreements concluded through the Site and in the terms indicated therein.
- 2.3 You declare that you will not directly contact or make any direct payments to other Registered Users of the Site, with whom you have had contacts through this network, other than through the Site.
- 2.4 You acknowledge that your use of this Site requires you to send electronic interstate transmissions through our computer network, and such transmissions may include, but are not limited to, any searches, file uploads, posts, instant messages, or emails.
- 2.5 You represent, warrant, and undertake that you will not through the Site or otherwise:
- (a) post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Site or to any user, unless you are authorized to do so by us;
 - (b) use it in a manner that causes, or may cause, damage to the Site or in a way that impairs users' abilities to access or use the Site, including using the Site in a manner or for a purpose that is unlawful or fraudulent;
 - (c) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks, or any systems or networks connected to the Site or to us;
 - (d) use it in order to copy, store, upload, publish, use, transmit, host, or distribute anything consisting of or linked to any computer virus, spyware, rootkit, worm, keystroke logger, or other malicious computer software or software that may destroy, damage, or alter a computer system;
 - (e) conduct any systematic or automated data collection on or related to the Site or its users without their consent, including, without limitation, data mining, data extraction, scraping, data harvesting, "framing," or article "spinning";
 - (f) use it to collect, harvest, or compile information or data regarding other users of the Site without their consent;
 - (g) use software or automated agents or scripts to generate automated searches, requests, or queries on the Site or to mine data from the Site, provided, however, that operators of public search engines have our revocable permission to copy materials from the Site for the sole purpose of and only to the extent necessary for creating public search indices, but not caches or archives of such materials;
 - (h) transmit or send unsolicited communications, commercial or otherwise, or conduct any marketing activities, including using the Site to send spam, pyramid schemes, or chain letters;
 - (i) republish (including on another website), duplicate, copy, redistribute, sell, lease, transfer, host, rent, or license any part of the Site or otherwise commercially exploit content, whether in whole or in part, on the Site;
 - (j) edit, modify, make derivative works of, reverse engineer, or reverse compile any information, content, systems, on the Site;
 - (k) access the Site in order to create a similar or competitive business, product, service, or website;
 - (l) collect, transmit, distribute, upload, or display any content or otherwise use the Site in a manner that (i) violates the rights of any third party, including any intellectual property rights or rights to privacy, (ii) is harmful, hateful, unlawful, tortious, threatening, vulgar, slanderous, defamatory, libelous, pornographic, obscene, patently offensive, racist, incites commitment of crimes, terrorism or promotes physical harm or injury, (iii) could promote or allow access to illegal communication services (iv) causes or may cause harm to minors in any way, (v) is false, or impersonates another individual or organization or otherwise misrepresents affiliation with another person or entity without permission, or belongs to another individual which you do not own the rights to, (vi) could promote the trading of prohibited commodities and services that require licenses from competent authorities and are being promoted without such authorization from the competent authorities (vii) constitutes any prohibited content that offends against, is objectionable to, or is contrary to the public interest, public morality, public order, public and national security, unity, integrity, Islam morality or is otherwise prohibited by any applicable UAE law, regulation, procedure, order or requirement;
 - (m) reverse engineer, extract or use any source code, content or materials from the Site except as otherwise provided for in the Terms;
 - (n) interfere with, disrupt, or overburden servers or networks connected to the Site;

- (o) gain or attempt to gain unauthorized access by any means to any part of the Site, or other user's account on the Site, or to computers or networks connected to the Site;
- (p) interfere with or negatively affect another user's normal use and enjoyment of the Site;
- (q) use opportunities and information that have been made available or known to you through the Site to contract directly with Sellers or any Registered User; or
- (r) disclose any information made available on the Site to third parties or distribute or publicly display any content on the Site without Mahsul Trading's prior and express permission.

3. USER CONTENT

- 3.1 "**User Content**" means any material, that you or other visitors submit or transmit in any manner to the Site for any purpose, whether publicly posted or privately transmitted, and includes, but is not limited to, any text, images, audio material, video material, and audio-visual material.
- 3.2 You may not submit User Content that has ever been the subject of any actual or threatened legal proceedings or any User Content that may give rise to a legal action under any applicable law, whether against you, us, or a third party.
- 3.3 You may be subject to liability if you submit User Content without the authority to do so.
- 3.4 We do not monitor the submission or publication of User Content on the Site and are not responsible for the User Content. We do not endorse nor support any User Content, or the opinions contained therein and do not guarantee the truthfulness, accuracy, suitability, or reliability of any User Content or other communications submitted or published on the Site. You agree that we are not responsible for any loss or damage you may incur as a result of interacting with others on the Site, and we are under no obligation to become involved in any such disputes. You may not represent that we have provided, endorsed, or supported the User Content you submit. Your use or reliance on any User Content is at your own risk. You assume all risks associated with the User Content you submit, including any reliance on the User Content and the risk of disclosure of the User Content that may identify you personally to a third party. You understand and accept that by using the Site you may be exposed to User Content that is offensive, inaccurate, deceptive, harmful, or otherwise inappropriate.
- 3.5 User Content may be subject to specific rules and limitations we post or communicate to you from time to time. You agree to only submit User Content conforming to such rules and limitations.
- 3.6 We may, in our sole discretion, remove, edit, or delete any User Content submitted, hosted, or stored on the Site or our servers without providing you with prior notice. We are not obligated to store or back up any User Content. Therefore, you are responsible for creating backup copies of any User Content you wish to keep.
- 3.7 Under no circumstances may Mahsul Trading be held liable in any way for any User Content, including, but not limited to, for any errors or omissions in the User Content or for any loss or damage of any kind that may occur as a result of any User Content submitted, published, or otherwise made available on the Site or elsewhere.

4. ENFORCEMENT OF ACCEPTABLE USE POLICY

- 4.1 We reserve the right to review and investigate your use of the Site and to take any appropriate action against you that we determine is necessary in our sole discretion should you violate these Terms or otherwise create liability, loss, or damage for us, our Site visitors, or a third party. Such action may include, but is not limited to, restricting your account privileges or terminating your account, initiating proceedings to recover any losses and reporting you to law enforcement authorities.

5. THIRD-PARTY RESOURCES

- 5.1 The Site may contain links and advertisements to third-party websites and services (collectively, "**Third-Party Resources**"). You agree and acknowledge that Third-Party Resources are not under our control, and we are not responsible for the content, products, or services they provide. We provide access to Third-Party Resources only as a convenience to you and do not monitor, endorse, warrant, or make any representations regarding Third-Party Resources. It is your sole responsibility to exercise appropriate caution and discretion when using Third-Party Resources, and you acknowledge that you assume all risks that arise from such use.

6. MODIFICATION OF SITE

- 6.1 We reserve the right to modify, add to, suspend, or terminate all or part of the Site at any time with or without providing prior notice to you.
- 6.2 You agree that we are not liable for using or enforcing the rights stated in this paragraph. Unless we indicate otherwise, any future modifications to the Site are subject to these Terms.

7. SUPPORT OR MAINTENANCE

- 7.1 Although we may choose to provide customer support or website maintenance, you acknowledge and agree that we are under no obligation to do so.

8. RESTRICTED ACCESS

- 8.1 Some parts of the Site may be restricted to certain visitors. If you have permission to access restricted parts of the Site, you agree not to share your access information and password with third parties. We may change the restricted parts of the Site from time to time. If you do not have access to restricted parts of the Site, you agree not to use another Registered User's account to gain such access or otherwise attempt to gain improper access to the restricted parts of the Site.

9. COOKIES

- 9.1 This Site uses Cookies. Cookies store information related to visitors' preferences, browser type, and other information in order to optimize their experiences. Our use of Cookies has been set out in the Privacy Policy mentioned below.

10. PRIVACY POLICY

- 10.1 We manage the collection, use, and security of your personal information according to our Privacy Policy. By using this Site, you consent to our collection and use of your personal information as set out in the Privacy Policy.
- 10.2 At times we may need to send you communications related to the Site. Such communications are considered part of the Services, and you may not be able to opt out of receiving them.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Unless otherwise expressly stated, all contents of the Site (excluding User Content) are copyrights, trademarks, trade secrets and/or other intellectual property owned, controlled, or licensed by us or one of our affiliates or by third parties who have licensed their materials to us and are protected by the applicable laws.
- 11.2 We, together with our suppliers and/or licensors expressly reserve all intellectual property rights in all programs, products, processes, technology, content (including all text, graphics, user interfaces, visual interfaces, photographs, images, logos, copyrighted material, trademarks) patents, software and other distinctive brand features displayed on the Site, including the compilation of any of the foregoing items. Except for the limited rights granted by these Terms, neither these Terms nor your use or access to the Site give you or any third party any intellectual property rights. We reserve all rights not explicitly granted by these Terms, which do not grant any implied licenses. All copyrights, trademarks, and other intellectual property notices on the Site or Services must be retained on all copies thereof. You may not publish, reverse engineer, modify, distribute, transmit, sell, create derivative or plagiaristic works of, or use or exploit for any commercial reason, whether in whole or in part, any of the content on the Site other than your own User Content without our express prior written consent or the consent of any third-party owners of the content. Site content is not for resale under any circumstances.
- 11.3 If you submit material, and unless we indicate otherwise, you grant Mahsul Trading and its affiliates a nonexclusive, royalty-free, irrevocable, perpetual and fully sublicensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display in any way, or otherwise exploit the content throughout the world in any media for as long as you are permitted to grant the said licence under applicable law, without the need for any prior notice or consent from you and without there being a requirement for any compensation to this effect. You grant Mahsul Trading and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content or material that you post or submit or that you otherwise provide on or through the Site; that the content is accurate; that the content is lawful; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify Mahsul Trading and its affiliates for all claims arising from content you supply. Mahsul

Trading has the right but not the obligation to monitor and edit or remove any activity or content. Mahsul Trading takes no responsibility and assumes no liability for any content submitted by you or any third party.

12. COPYRIGHT POLICY

12.1 We expect you to respect the intellectual property rights of others when using the Site. We will respond to any notices of copyright infringement that we receive that comply with applicable law and are properly submitted to us. In order to submit a notice of infringement of your copyrighted material, please provide us with the following information:

- (a) A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- (b) Identification of the copyrighted work or works claimed to have been infringed;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to
- (d) which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (e) Your contact information, including your address, telephone number, and an email address, if available;
- (f) A statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (g) A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

12.2 We may remove any content that is alleged to be infringing at our sole discretion without prior notice and without liability to you. We also reserve the right to take other appropriate action against infringers, such as terminating the user's account if the user is determined to be a repeat infringer.

12.3 Please send any notice of alleged copyright infringement to our designated copyright agent at the following address:

Mahsul Trading DMCC
Jumeirah Bay Tower X2, 16th Floor,
Unit N 1607-026, Jumeirah Lakes Towers,
P.O. Box N 212997 Dubai, United Arab Emirates
Email: dubai@mahsul.ae

12.4 Any material misrepresentation in a written notification that content is infringing or that allegedly infringing content was removed by mistake or misidentification automatically subjects the complaining party to liability for damages, including costs and attorney's fees incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by us, if injured by such misrepresentation.

13. CONDITIONS OF PURCHASING/SELLING PRODUCTS

13.1 The Site allows Registered Users to list offers for the sale of Products and place purchase orders to buy Products being offered by Sellers on the Site.

13.2 Sellers using the Site can offer to sell Products by listing the Product on the Site wherein the Seller shall determine, among other things, the type and quantity of the Products it desires to sell, the price which the Seller will accept, payment and delivery terms; and display general information on the type of Products they sell.

13.3 Buyers using the Site can purchase Products by responding to the Products listed by the Sellers.

13.4 While Mahsul Trading helps facilitate transactions that are carried out on the Site, it is neither acting as a Buyer nor a Seller of Sellers' Products. Buyers and the Sellers acknowledge that when issuing and accepting a Product Order, they are entering into a legally binding contract. Mahsul Trading is not a party to this contract, nor does it assume any responsibility arising out of or in connection with it, nor is it the Sellers' agent in that regard.

13.5 Sellers shall be responsible for accurately complying with all orders that have been placed for their Products that have been listed for sale and purchased by Buyers. Sellers shall also handle and resolve any issues arising out of or in connection with the orders for such Products or the Products delivered to the Buyer.

13.6 Buyers shall be responsible for thoroughly reviewing the Products listed for sale and the Product order issued prior to accepting its content. After placing an order for the Product, the Buyer shall comply with the payment conditions mentioned therein.

14. PRICE OF PRODUCTS

14.1 The price of the Products purchased by the Buyer shall be the price finally listed on the Product listing that has been accepted by the Buyer.

14.2 Mahsul Trading shall receive a commission from all sales made through the Site, which shall take the form of a percentage of any payment made by Buyers to Sellers.

14.3 Buyers and Sellers shall be jointly responsible for the payment of Mahsul Trading's commission, which shall be determined on a case-by-case basis. Mahsul Trading's commission will be added to the final amount due to the Seller and deducted automatically from the Site when the Buyer selects to make the payment to the Seller.

15. REGISTERED USERS' PRODUCTS

15.1 Not all Products being sold or purchased on this Site are provided by Mahsul Trading. The display of any third-party Products on the Site is not an endorsement of such Products by Mahsul Trading. While we work to ensure that Product information on our Site is correct, actual Product packaging and materials may contain more and different information to that displayed on the Site. All information about the Products on the Site is provided for information purposes only. We recommend that you do not rely solely on the information presented on the Site. Please always read labels, warnings and directions provided with the Product before use.

15.2 Buyers of Products on the Site accept that they are responsible for reading all information related to the Product and terms of delivery of such Product prior to making any purchase through the Site. Buyers also agree to comply with the terms of the purchase, and specifically, the terms of payment put forward by the Seller in the Product Order.

16. PAYMENT METHOD OF PRODUCTS

17. CUSTOMS

17.1 For Products sold or purchased on the Site for delivery outside of the UAE, note that such Products may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Buyer or as agreed with the Seller. We have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from the Site, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the Products. Your privacy is important to us and we would like our international Buyers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

18. SALES POLICIES

18.1 To the extent that neither of the provisions are contrary to the laws of the United Arab Emirates, commodities shall be sold and purchased as per Federation of Oils, Seeds and Fats Associations Limited (FOSFA International) and/or the Grain and Feed Trade Association (GAFTA) and/or other commodities associations standard contract and Rules at our sole discretion as well as pursuant to separate Sales Policies which may be adopted by us at our sole discretion.

19. DISCLAIMERS

19.1 This section only applies to the maximum extent permitted by applicable law. **The site is provided to you on an "as-is" and "as available" basis, without any representations or warranties with regard to the content provided on the Site. We, our subsidiaries, officers, employees, contractors, affiliates, partners, suppliers, agents, and licensors expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement.** This includes, without limitation to the foregoing, no warranty that the Site or its content will be constantly available or available at all, uninterrupted, useful, true, accurate, non-misleading, timely, reliable, complete, error-free, free of omissions, secure, free of viruses or other harmful code, legal, or safe. No information, whether oral or written, obtained from us or through the Site or Services will create any warranty not expressly made herein. Your access to the Site and use of the Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

19.2 Your use of this Site is at your sole risk, and we assume no responsibility for harm to your computer system, loss of data, the deletion of information you transmit on the Site, or the deletion or failure to store or transmit user content or personalization settings that may result from your access to or use of the Site. You hereby waive any and all claims and causes of action that may cause damage to your computer or internet access.

19.3 Nothing on this Site constitutes, is meant to constitute, or may be used as advice of any kind, including, but not limited to, legal, financial (including trading or investment purposes), or medical advice. We encourage you to consult the relevant professionals should you require legal, financial, medical, or other professional advice.

20. MAHSUL TRADING AND LIMITATION OF LIABILITY

20.1 To the maximum extent permitted by applicable law, Mahsul Trading, including its subsidiaries, officers, employees, contractors, affiliates, partners, suppliers, agents, and licensors, may not be held liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from (a) your access to or use of or inability to access the Site, or any malfunction of the Site, either by computer failure, viruses, Trojan horses, worms or something causing interference in the system or otherwise; (b) the Products sold or purchased on the Site; (c) the contractual relationship that arises between the Buyer and the Seller (d) any conduct or content of any third party or Registered User on the Site, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; (e) any content obtained from the Site; (f) unauthorized access, use, or alteration of your transmissions or content; or (g) other matters related to the Site. These limitations apply even if we have been expressly advised of the potential loss or liability.

20.2 You further agree not to bring any claim personally against our subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, or licensors.

20.3 Mahsul Trading is not responsible for the execution of the agreement between the Buyer and Seller of Products, for the proper performance of the agreement signed between them, for the fulfilment of any conditions agreed between the Buyer and the Seller and / or for the quality, suitability, safety and competence of the Product purchased from the Seller. Mahsul Trading is not therefore responsible for the payment of the Products by the Buyer, and it shall not be required to track the Buyer for the lack of funds or insufficient funds in the account indicated by the Buyer.

20.4 The information available on the Site concerning the Products, the Sellers, and the Buyers is provided by the Registered Users. Mahsul Trading is not responsible for examining or evaluating, and does not warrant the offerings of, any of Registered Users or the content of their own websites. Mahsul Trading assumes no responsibility for any error, omission, inaccuracy or falsity of the information provided by the Registered Users.

21. INDEMNITY

21.1 You agree to indemnify, defend, and hold harmless Mahsul Trading and its subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, including, but not limited to, costs and attorney's fees, from any claim or disputes by a third party arising out of your use of the Site, violation of these Terms, violation of applicable law, or your posting, modifying, or otherwise transmitting User Content through the Site. We reserve the right, at your expense, to assume exclusive control over the defense of any claim or dispute for which you must indemnify us. You agree to cooperate fully with us in defending such claims or disputes, and you agree not to settle any such claims or disputes without our prior written consent. We will make a reasonable effort to provide you with notice of any such claim or dispute once we receive notice.

22. RELEASE

22.1 In the event you have a dispute arising out of, directly or indirectly, these Terms or your use of the Site, you hereby release and forever discharge us, including our subsidiaries, officers, employees, contractors, agents, affiliates, partners, suppliers, and licensors, from all related claims, actions, demands, disputes, damages, and liabilities, whether past, present, or future.

23. TERMINATION

23.1 We may suspend or terminate your access to the Site at any time and for any reason or no reason at all, with or without notice, at our sole discretion. This may result in deletion of information associated with your account. You may also terminate your account by deactivating it or by submitting a termination request and discontinuing your use of the Site. Your account may be deactivated if it experiences a prolonged period of inactivity. Your User Content may also be deleted in the event your access is terminated. Where

applicable, all rights and responsibilities of the parties under these Terms will survive the termination of this agreement, including, without limitation, intellectual property ownership, warranties, disclaimers, and limitations of liability.

24. MODIFICATION OF THESE TERMS

24.1 We may modify or update these Terms from time to time at our sole discretion. All updates will be effective from the time and date that they are posted. We recommend checking this page regularly for any updates. Your continued use of the Site signifies your acceptance of the updates that occur. We may send you notice of updates to these Terms, including, but not limited to, by email, posting on the Site, or other reasonable means.

25. VIOLATIONS OF THESE TERMS

25.1 Should you breach these Terms, we may take any and all actions we deem appropriate in our sole discretion under the circumstances, including, but not limited to, suspending, blocking, or terminating your access to the Site and your account. We may also choose to remove your User Content.

26. GENERAL TERMS

26.1 **Entire Agreement** These Terms and our Privacy Policy represent the entire and exclusive agreement between you and Mahsul Trading regarding your use of the Site, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific services we provide, partner or affiliate services, or any purchases/sales you may make through the Site. In the event that these Terms are translated into other languages and there is a discrepancy between the two language versions, the English language version will prevail in all cases to the extent that such discrepancy is the result of an error in translation.

26.2 **Waiver and Severability** Our failure to enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms or the application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these Terms; however, the remaining provisions will continue to be valid and enforceable according to the intentions of the Parties and to the maximum extent permitted by law. If it is held that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

26.3 **Assignment** Your rights and obligations under these Terms, including any accounts, profiles, or personalization settings you may have, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempt to do so will be null and void. We may freely assign these Terms and our rights and obligations hereunder without notice to you, and these Terms will continue to be binding on assignees.

26.4 **Cumulative Rights** The rights of all parties under these Terms are cumulative and will not be construed as exclusive of each other unless otherwise required by law.

26.5 **Law and Jurisdiction** These terms shall be governed by and will be construed in accordance with the laws of the Emirate of Dubai and the Federal Laws of the United Arab Emirates as applicable there to. Any disputes arising out of the operation and/or use of this Site shall be settled by arbitration in accordance with the provisions set forth under the Dubai International Arbitration Center (DIAC) Arbitration Rules in force at the date of this Terms and of which both parties hereto shall be deemed to be cognizant ("the Rules"), by one or more arbitrators appointed in compliance with the Rules. The Seat of arbitration shall be Dubai International Financial Centre (DIFC) and the language of arbitration shall be English.

27. ELECTRONIC COMMUNICATIONS

27.1 Electronic communications occur whenever you use the Site, you send us emails, we send you emails, and we post notices on the Site. You consent to receive such electronic communications and agree that the electronic communications, including, without limitation, all notices, terms, disclosures, and agreements, has the same legal effect and satisfy any legal requirement that such communications would satisfy if provided to you in a written hardcopy.

28. FEEDBACK AND COMPLAINTS

28.1 Mahsul Trading offers a tool on the Site, for the benefit of the Buyer, to present any complaints relating to the Products. Any Buyer complaint should be addressed to the Seller directly through the "Complaints" form made available on the Site. The Seller shall within two (2) days, from the date of receipt of a complaint, send the Buyer a reply to the complaint presented.

- 28.2 The Seller may, in response to the complaint submitted: (a) uphold the complaint filed by the Buyer; or (b) consider that there are no grounds for the complaint.
- 28.3 If the Seller upholds the complaint, there shall be correction of any defects, faults, or differences in relation to the Products, on the account of the Seller or, if this is not possible, the price paid for the Products provided shall be refunded to the Buyer in proportion to the inaccuracy, failure or defect in the Product delivered.
- 28.4 Registered Users acknowledge that they cannot hold Mahsul Trading responsible for the decisions of the Seller.
- 28.5 Irrespective of the use of this tool to present complaints regarding the Seller or the purchased Product, the Buyer shall always have the right to submit his/her complaint before the relevant arbitrators as mentioned in paragraph 26 of the Terms.
- 28.6 You hereby assign to us all rights in any feedback or complaints you provide us concerning the Site and agree that we have the right to use and fully exploit all such feedback or complaints in any manner we wish, commercial or otherwise. We will treat all such feedback or complaints as non-confidential and non-proprietary. Do not provide us with any feedback or complaints that you consider confidential or proprietary.

29. CONTACT INFORMATION

- 29.1 Please report any violations of these Terms to us by contacting us on the below contact information.
- 29.2 For inquiries or concerns about these Terms, the Site, the content or any other general inquiries, you may contact us at
- Mahsul Trading and Services DMCC
Jumeirah Bay Tower X2, 16th Floor,
Unit N 1607-026, Jumeirah Lakes Towers,
P.O. Box N 212997 Dubai, United Arab Emirates
Email: sales@mahsul.ae
- 29.3 Visitors are granted the limited right to use the Site so long as they conform to the requirements set out in the terms.