

General Terms and Conditions

These Terms and Conditions for the Software/Program Lease Services apply to all purchase orders, offers, and contracts entered into by Juleb for Online Marketing LLC (“**Juleb**”) with the customer (“**Customer**”) for the Software Lease Services (“**Products**” or “**Services**”). In the event of any conflict or inconsistency between these Terms and Conditions any other form issued by Customer, these Terms and Conditions shall prevail. By using the Website and/or submitting online purchase orders, the Customer agrees to be bound by these Terms & Conditions, including those terms and conditions related to privacy and/or other policies that may be published from time to time. Juleb may change these terms and conditions at any time. Any changes will take immediate effect on the date they are published.

1. Scope

After accepting the purchase order(s) and issuing the related invoice(s), Juleb performs services that include, according to the details of each order, the following:

- 1.1 Lease of the Software ordered;
- 1.2 Access and Installation as may be agreed from time to time.

2. Customer’s Warranties and Undertakings

The Customer warrants and undertakes, as of the date of using the Website and placing any purchase order(s), the following:

- 2. 1 The commercial establishment, in any form, whether a sole proprietorship, a partnership, a business entity, or a company, is established and registered in accordance with the laws and regulations applicable in its jurisdiction, and that it holds all licenses, permits and records for the exercise of its activities issued from all official relevant authorities according to the type and nature of the licensed activities, and to deliver valid copies of supporting documents whenever requested to do so, and that it is fully responsible for amending and/or updating the Shareholders’ Agreements, the Commercial Registers, and/or any other legal documents and ensuring their validity at all times.
- 2. 2 The representative/ individual assigned to act on behalf of the commercial entity or the company or the sole proprietorship has all the necessary legal powers and authorities to place the orders and that he/she promptly provides valid copies of the supporting documents and/or evidence whenever he/she is required to do so.
- 2. 3 It is not subject to any statutory, contractual or other restrictions that prevent it from exercising its activity and/or placing online purchase orders or conducting business in its jurisdiction.
- 2. 4 It has all the rights, powers and authorities required to use the Website and benefit from the Products and services.
- 2. 5 Any information or data provided by Customer is considered accurate, complete and valid for the purpose of benefiting from the Products/ services.
- 2. 6 It shall be committed to cooperate and promptly respond to any request of additional information to ensure the best use of the Website and its services.
- 2. 7 The email address used for communication should be of a valid business address/ domain and shall not be personal.

- 2.8 To be responsible for the security of username and password and to prevent third party access and/ or use.

3. Customer's Undertakings regarding the Order and Use of the Products/ Services

- 3.1 To provide all necessary information regarding the order and to inform and/or update the information immediately and ensure accuracy.
- 3.2 To be fully responsible for anything related to the use of the Products or Services and the method of their use (including instructions of use).
- 3.3 The Customer may not assign and/ or transfer the purchase order to any other party and/ or transfer any benefits or obligations arising from its request to any parent company, subsidiary, affiliate, or any third party without Juleb's prior written consent.
- 3.4 Any request for amendment, change, return, or cancellation is not acceptable and non-enforceable unless approved in writing by Juleb. Juleb is entitled to deduct and/or claim any costs incurred as a result of fulfilling its obligations towards any third party / contractor as a result of order change or cancellation by Customer.

4. The Authorities of Juleb

- 4.1 Juleb reserves its right to reject or cancel any purchase order and/or remove, amend or re-draft the content on its Website or cancel any requests at its sole and absolute discretion.
- 4.2 Juleb may terminate a customer's right to use the Website if the customer violates any provision of the Terms and Conditions and prevent him from future use of the Website and/or take any other appropriate legal measures if required.
- 4.3 Juleb shall not be liable to the customer or any third party for any damage or loss, whether direct, indirect, consequential, special, punitive or incidental, including but not limited to, loss of revenue, loss of profit, loss of a contract or investment, operational loss, or any other damage that the customer may incur.
- 4.4 In any event, Juleb's total liability for any and all direct damages or costs that result from improper performance or failure to perform by Juleb of its obligations shall not exceed a maximum of the total amount paid to Juleb by the customer.
- 4.5 Juleb may hold/ suspend the customer's Products/ Services in the event of delay or failure to fulfill its payment obligations and may sell them if necessary to meet any due amounts.
- 4.6 Juleb has the right to suspend performance, in whole or in part, in the event that the customer violates any of its obligations or does not pay the amounts due.
- 4.7 Juleb shall not be liable, in contract, tort (including negligence), or otherwise as a result of or in connection with the Software for any economic loss (including loss of revenues, profits, contracts, business or anticipated savings), loss of goodwill, or loss of data or content, and/or any special, indirect or consequential loss.
- 4.8 Juleb's aggregate liability to the Customer under this Agreement in respect of the system shall be limited to the fees received by Juleb from the Customer.

5. Limited License of Use

Juleb grants the customer a limited, non-exclusive, non-transferable, and non-assignable license to use, browse, and submit online purchase orders and to use the software services. Juleb may change, suspend, or remove any feature of the Website at any time. Juleb may, without notice or liability, impose restrictions on certain features or restrict access to the Website or any part of it. The customer is not entitled to transfer any part of its obligations or rights related to its order to any other party.

6. Fees

6.1 The fees specified by Juleb are based on the prices at the time of issuing the invoice. In the event that the price increases later or if the costs of performance increase for reasons beyond Juleb's reasonable control, Juleb has the right to indicate such price/ cost increase.

6.2 The customer shall be responsible to pay taxes and/ or any other government fees that may be imposed by official authorities.

6.3 All fees mentioned are in the currency enforced in the Kingdom of Saudi Arabia and are in Saudi Arabian Riyals (“**SAR**”).

7. Payment Terms

7.1 Except where otherwise agreed, the customer should pay the invoice in full immediately before delivery of the Products/ Services. Juleb shall have priority in fulfilling its full entitlements from the customer before any other third parties or creditors.

7.2 Juleb reserves the right to cancel any purchase order or suspend or terminate any performance if the customer fails to pay the invoices on time. If the customer's financial status becomes unsatisfactory to Juleb in its sole discretion, Juleb may request cash payments or satisfactory guarantees before it performs the orders or renders any of its software lease services.

7.3 If the customer fails to pay due amounts, Juleb has the right to retain any amount paid to it on account as compensation, and accordingly, Juleb has the right to claim any remaining expenses or other damages incurred by it due to non-payment.

8. Force Majeure

Juleb assumes no responsibility for any delay, damage, or loss as a result of force majeure or circumstances beyond its reasonable control, including but not limited to, war, invasion, governmental decision, royal decrees, terrorism, fire and flood, pandemic or epidemic (such as Coronavirus or other infectious disease) or negligence or non-performance by third parties or contractors or suppliers.

9. Modification

Juleb has the right to amend or change these Terms and Conditions at any time without the requirement to notify the customers. Any such amendments and/or modifications shall be considered effective on the date the updated version is published on the Website. The customer shall review the Terms and Conditions periodically and in a regular manner.

10. External Websites

The Website may contain ads or other external links/ websites. Juleb does not verify or endorse or control the content of any of the external websites. Juleb shall not be responsible in any way for the content displayed on such external links or websites.

11. Use of Website

The Customer shall not use the Website or its content:

For any illegal use;

To participate in any illegal acts;

To violate any local or international laws, regulations, rules or policies;

To violate Juleb's Intellectual Property rights or the Intellectual Property rights of others;

To present false or misleading information;

To download or transmit viruses or any other type of harmful codes that may be used in a way to affect the functionality or the operation of the Website or any other related websites;

To collect or track the personal information of others;

For any other harmful or immoral purpose.

12. Intellectual Property Rights

12.1 All Intellectual Property rights in the contents of the Website are owned by Juleb or its affiliates or its licensors and are protected by copyright, trademark and others relevant laws in force.

12.2 All content on the Website, including but not limited to, text, graphics, logos, button icons, images, software, audio and video clips, downloads, interfaces, codes are exclusively owned by Juleb.

12.3 All trademarks, logos, service marks, and trade names appearing on the Website represent the registered and/or unregistered trademarks of Juleb or its affiliates or of other owners of the trademarks or trade names.

12.4 The customer may not copy, reproduce, modify, broadcast, or store any part of the Website for any purpose without the prior written consent of Juleb.

13. Order Information

13.1 Juleb may retain any information and/or data provided by the customer while using the Website, and Juleb does so in accordance with the Privacy Policy.

13.2 Customer acknowledges that it is solely responsible for maintaining a backup copy of its order or any other data and that Juleb bears no liability for its loss or deletion.

13.3 Lessor may collect and use information to conduct statistical and analytical studies and monetization/business purposes, and/or to track the type of sales and study consumer behavior, and/or to integrate software and/or systems; and/or to issue and sell reports that provide insights and generic analysis on sales data in the pharmaceutical field which may be sold to third parties, and/or to improve customer service and purchaser experience.

14. Customer's Complaints

Any customer complain should be submitted to [Customer Service Department email and contact info.].

15. Compliance with Laws and Regulations

The Customer must comply with all laws and regulations that are in force in the Kingdom of Saudi Arabia, along with these Terms and Conditions for using the Website and placing purchase orders.

16. Applicable Law and Dispute Resolution/ Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws, provisions, instructions, regulations and rules in force in the Kingdom of Saudi Arabia, provided that any dispute shall

be attempted to be resolved in an amicable manner. In the absence of an amicable resolution, such dispute shall be referred to the competent courts in the Kingdom of Saudi Arabia.