

These terms and conditions are applicable to all projects that are undertaken by OTOLINK.

## **1. Subject matter**

- 1.1. OTOLINK is owner of all its Products – a set of web applications and mobile apps for iOS and Android platforms.
- 1.2. OTOLINK agrees to configure and release mobile app for iOS and Android platforms under Client's brand and upload them on Client's App Store and Google Play developer accounts (Initial Works) for the remuneration to be paid by Client. Scope and specific types of the Initial Works are determined by the Scope of Work attached in the contract.
- 1.3. OTOLINK agrees to issue non-exclusive, non-sublicensable, non-assignable, and worldwide temporary license (License) and the Client accepts the License to use the Service according to this Agreement within License Period for the remuneration.
- 1.4. The access to the Service is done remotely via Internet connection and web interface for web products, App Store and Google Play for branded mobile App.

## **2. Acceptance**

- 2.1. A brief overview of these terms and conditions is submitted along with project contracts and must be agreed prior to work commencing. Alternatively, payment of an advance fee or payment online is an acceptance of our terms and conditions. These terms and conditions are always available on our website for review.

## **3. Charges**

- 3.1. Charges for services to be provided by OTOLINK are defined in the project proposal that the Client receives via email. Proposal contracts are valid for a period of 30 days unless alternate timescales have been agreed beforehand with the Client. OTOLINK reserves the right to alter or decline to provide a contract after expiry of the valid timescale.

## **4. Client Review**

- 4.1. OTOLINK will provide the Client with an opportunity to review the appearance and content of the Application or landing page during the design and once they are completed. At the completion of milestone One, such materials will be deemed to be accepted and approved unless the Client notifies OTOLINK otherwise within 7(Seven) days of the date the materials are made available to the Client.

## **5. Minimum Subscription Period**

- 5.1. The Contract shall come into force on and with effect from the date of go live. The minimum term applicable is 3 (Three) years from its Start Date, unless otherwise specified in the Contract. The contract will continue after its minimum period for a further 12 months, unless and until terminated by either party hereto giving at least three months' notice in writing by Recorded Delivery post to the other, expiring at the end of the original minimum period or on any subsequent 12-month anniversary thereafter.
- 5.2. Where additional modules are added to an existing Contract, the minimum term applicable to the existing Contract shall apply to the Additional modules, unless otherwise specified in the Contract.

## **6. Project Schedule and Content Control**

- 6.1. In most projects, OTOLINK will supply the Client's Application by the date specified in the project proposal. If no such date is specified, the timescale shall be within eight to 10 weeks of the date initial payment is received, unless a delay is specifically requested or made due to change in the project scope by the Client and agreed by OTOLINK. An alternate timescale can be agreed during the initial project discussion.
- 6.2. In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid OTOLINK with completing the project in a satisfactory and expedient manner.
- 6.3. During the project, OTOLINK will require the Client to provide data copy and images. If content is not provided within Eight weeks of an official request by email, then OTOLINK reserves the right to advise the Client of a revision to the final payment subject to any costs incurred in the project delay.

## **7. Change requests**

- 7.1. OTOLINK can accept change requests from the Client for customization development. The development will be billed daily with 50% prepayment. OTOLINK keeps a right to decline any customization request if it doesn't align with the product line or due to any other reason.
- 7.2. Such customization development falls shall be considered as additional works and not fall into Initial Works.
- 7.3. The developed part by no means is developed exclusively for the Client and becomes available as a general part of the Service to all users.
- 7.4. The Client does not get any intellectual property rights in the result of change request development paid by the Client. Such intellectual property rights are owned by OTOLINK.

## 8. License Fee and payment terms

- 8.1. An invoice will be issued at the start of the project to cover the initial setup charge. A final invoice will be provided by OTOLINK upon completion of the Design and any associated services. Depending on the size of the project, and agreed milestones, intermediary milestone invoices may also be raised. Final invoice is due before completed App will be submitted to the App Stores or launch of web application.
- 8.2. The License is granted on recurring basis with a duration corresponding to the recurring payment billing cycle of 30 days or a multiple of 30 days periods or a custom period that is available and clearly displayed when payment is requested.
- 8.3. The recurring payment is taken upfront for the next billing cycle.
- 8.4. Unless otherwise specified in the Contract, payment of all Charges shall be made by bank transfer. The details of each payment method are available in billing settings of the Client's account in the Service. OTOLINK can use the third company for receipt of payments.
- 8.5. Currency: Each sum payable by Client to OTOLINK under the Contract shall be paid by Client in the currency specified in the relevant Contract.
- 8.6. The monthly recurring payment is calculated automatically by the billing system on the next billing date (end of billing cycle) according to the billing plan agreed in the Client Contract and set in the Client account billing settings.
- 8.7. The Client has 30 calendar days to cover the outstanding balance. If the outstanding balance is not covered the automated billing system will suspend the account and License until the negative balance is covered.
- 8.8. OTOLINK uses several SMS gateways for OTP. Expenses on SMS are billed on Client's account monthly.
- 8.9. All prices and fee are indicated without VAT. All fees including but not limited to taxes, withholding tax, bank charges or any other expenses related to the conclusion and execution of the Agreement charged in the territory of the Client shall be borne by the Client. All fees, taxes and other expenses related to the conclusion and execution of the Agreement charged in the territory of OTOLINK shall be borne by OTOLINK.
- 8.10.
- 8.11. The Client at his own expense will pay bank charges and other charges related to the execution of the Agreement.

## **9. Default**

- 9.1. If the Client in default has any information or files on OTOLINK' host space, OTOLINK can, at its discretion, remove all such material from its host space. OTOLINK is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.
- 9.2. Data will be transferred to client electronically.
- 9.3. Clients with accounts in default agree to pay legal fees incurred by OTOLINK in enforcing these Terms and Conditions. OTOLINK will bear its own costs of any fees or expenses outside of legal.

## **10. Termination**

- 10.1. The Agreement takes effect upon signature of the Client Agreement by both Parties with the further exchange of an electronic copy via email. The initial term is set to 3(three) years unless otherwise specified in the Contract. If none of the Parties informs the other Party via email at least 90 days before the Agreement term expiration date about termination of the Agreement or about changing any Agreement conditions the Agreement term is extended for another year with the same conditions.
- 10.2. OTOLINK shall issue a written notice 30 days in advance to terminate the Agreement in out-of-court settlement order if the Client doesn't cover the outstanding balance within 90 days.

## **11. Liabilities of the parties**

- 11.1. The Client shall receive a Test Application to be validated against the deliverables in the scope of work. Any changes to the agreed scope will be treated as a change request.
- 11.2. OTOLINK is considered a technical provider of technical solution and shall in no way be bind or responsible for any service provided by a subcontractor registered by the Client. The Client is the one responsible by default for the service provided by Client's subcontractors if Client has not agreed on other terms with third party by the means of written and signed agreement.
- 11.3. OTOLINK cannot be held liable for any copyright infringement or other violations related to the content uploaded by the Client to the Service. The Client is solely responsible for any content uploaded by users to the Mobile App.

- 11.4. OTOLINK cannot be held liable for any losses or damages appeared as a result of unlawful access of third parties to the Client's email accounts, computers, Client's users' accounts and/or computers or any deliberate unlawful actions of third parties targeted to perpetrate and access and availability of the Service.
- 11.5. OTOLINK cannot be held liable for any losses or damages appeared as a result of damages or failures of electric grids, network connections or hardware necessary for access and availability of the Service.

## **12. CONFIDENTIALITY**

Duty of confidentiality:

- 12.1. The Recipient: shall not without the Discloser's prior consent use any Confidential Information other than for the direct purposes of and as permitted by the Contract.
- 12.2. and shall keep all Confidential Information strictly confidential and shall not, without the Discloser's prior consent, disclose any of it to any person other than to those of its Personnel who need to be informed of it in order to enable the Recipient to perform its obligations under the Contract, or to take advice on them; and who have been informed of the Confidential Information's confidentiality and directed to keep it confidential; and who are under an enforceable obligation of confidentiality to the Recipient (which the Recipient shall enforce) no less onerous than the provisions of this Condition or (in the case of OTOLINK) to the extent that it is required for the delivery of any Product or Service under the Contract; or to the extent that it is required to disclose Confidential Information under any Law or by any Authority.
- 12.3. Notification of breach: The Recipient shall immediately notify the Discloser of any actual, suspected or threatened use or disclosure of the Discloser's Confidential Information in breach of this Condition of which it becomes aware, and shall give such assistance, at the Discloser's reasonable cost, to restrain such use and/or disclosure as the Discloser may request.
- 12.4. Reserved rights: The provisions of this Condition are additional and without prejudice to the Parties' respective rights in law and equity.

## **13. DATA PROTECTION**

- 13.1. General: If OTOLINK processes any personal data supplied to it by or on behalf of Client for the purposes of the Contract, the below provisions shall apply to that personal data. For the purposes of the Contract "personal data", "data controller", "data processor" and "data subject" shall have the respective meanings given in the DPA.
- 13.2. Processing of personal data: OTOLINK shall be the data processor and Client shall be the data controller.

- 13.3. OTOLINK shall act only on instructions from Client.
- 13.4. OTOLINK shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.
- 13.5. Client shall ensure that the personal data is accurate and up-to-date, and remains so during the period of the processing.
- 13.6. Client shall ensure that all necessary consents under the DPA have been obtained for the supply of the personal data and its processing by OTOLINK, and if requested by OTOLINK shall promptly provide written confirmation of the same; and
- 13.7. Client shall not do anything in connection with the personal data that would or might cause OTOLINK to be in breach of any DP Legislation or other Law and/or to incur liability to any data subject.
- 13.8. Sub-Processors: In performing its obligations under the Contract OTOLINK may appoint one or more of its Affiliates as sub-processors in accordance with this Condition. Client acknowledges that such Affiliates may be in Hub Locations outside the Territory. OTOLINK as data processor remains responsible to Client for the actions of its sub-processors and shall remain bound by its obligations.
- 13.9. Third Party Extraction of Client Data: Client shall agree that no Third Party shall extract any Client Data unless OTOLINK has consented to such extraction by such Third Party and Client has entered into an agreement with such Third Party to limit the use of the Client Data subject to such extraction to the purposes agreed in advance with OTOLINK.

#### **14. Ownership, IP rights and data**

- 14.1. The Client does not get any ownership or IP rights of any parts of the Service, including branded applications and parts developed according to the Client's change requests. The original IP rights owner keeps the full ownership of the intellectual property rights on the branded applications and all additional developed parts of the Service.
- 14.2. The Client keeps an ownership of any data that is uploaded by the Client to the Service or generated by the Client and Client's client
- 14.3. By uploading any content to the Service, the Client confirms the original ownership of the content or availability of the proper license for that content.

- 14.4. The Client grants a right to use any uploaded or generated data in raw, anonymized, or aggregated format to OTOLINK and any of trusted third parties for internal use by employees or automated systems for the Service needs or for any business needs OTOLINK or trusted third party might have.
- 14.5. The Client grants a right to OTOLINK and any of trusted third parties to use with no limit, sell and publicly share an aggregated and/or anonymized Client's data. OTOLINK cannot share or sell not anonymized Client's data publicly or to untrusted third parties.
- 14.6. OTOLINK cannot be held liable for misuse of Client's data by a trusted third party that had access to the data.
- 14.7. OTOLINK keeps an ownership of any data that has been created in the result of analysis or other actions with the Client's data.
- 14.8. OTOLINK grants a right to Client to use analytical data available via Admin Panel interface in the Service.
- 14.9. Client is agreed to and bound by the Google Maps/Google Earth Additional Terms of Service ([https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)) (including the Google Privacy Policy - <https://www.google.com/intl/ALL/policies/privacy/index.html>)
- 14.10. Client and Google agree to the Google Maps Controller-Controller Data Protection Terms at <https://privacy.google.com/businesses/mapscontrollerterms/>

## **15. Media Delivery Requirements.**

- 15.1. The Client must provide the content to OTOLINK electronically in the resolution size and format file type mentioned by OTOLINK. OTOLINK will not edit or amend any content that isn't supported or not specified during the project.
- 15.2. The specific requirements will be discussed and agreed with the Client prior to commencement of the project. Although every reasonable attempt shall be made by OTOLINK to return to the Client any content provided for use in creation of the Client's Application, such return cannot be guaranteed.

## **16. Post Project Alterations.**

- 16.1. OTOLINK cannot accept responsibility for any alterations caused by a third party occurring to the Client's Application once installed. Such alterations include, but are not limited to additions, modifications, or deletions. OTOLINK may require a one-off Application Development charge before resolving any issues that may arise.

## **17. Third Party Services.**

- 17.1. OTOLINK may require the usage of third-party services – for example, Google Maps, Payment Gateway, SMS Gateway & OEM APIs – to complete the Client’s project requirements and will ensure these services are integrated into the project and working correctly upon completion. OTOLINK cannot be held responsible for subsequent changes or issues with these third-party services that may result in issues on the Client’s Application and may require a one-off Application Development charge before resolving any problems that may arise.

## **18. General.**

- 18.1. These Terms and Conditions supersede all previous representations, understandings, or agreements. The Client’s signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## **19. Governing Law.**

- 19.1. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of United Arab Emirates a, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in a court in United Arab Emirates.

## **20. Other conditions**

- 20.1. Changes or amendments to the Client Agreement can be accepted by mutual agreement of the Parties and should be signed as a separate agreement, if otherwise is not prescribed.
- 20.2. Monthly recurring fees may be subject to Consumer Price Index (CPI) increases after completing the three years term, OTOLINK will inform the relevant parties in writing 1(one) month prior to the increase being applied.
- 20.3. OTOLINK may change the General Terms and Conditions unilaterally for any reason after completing the Three years term. OTOLINK publishes changes and additions or new version of the Agreement at OTOLINK’s websites (in particular, at [www.otolink.com](http://www.otolink.com) ). OTOLINK will notify the Client on changes and additions via e-mail or push-notifications or in the Client’s account or by other means of communication 10 days before the changes and additions enter into force. The Client should agree to the changes and additions before the effective date of thereof. If the Client does not agree with the changes and additions, the Client shall notify OTOLINK before the changes and additions come into force – in this case, the Agreement terminates on the date of entry into force of the changes and additions. The Client's consent with the changes and additions is considered received if the Client expressly agrees or does not notify OTOLINK of

disagreement with the changes and additions within the specified period, or continues to use the Service after the changes and additions come into force.

- 20.4. 20.4 The Parties admit the legal force of documents and information transferred via electronic means of communication: e-mail, WhatsApp, etc. The Parties agree equal legal force of both signature types: single handed and facsimile (mechanically rendered using a cliché) on the additional agreements hereto, as well as on all other documents which are significant for the Agreement execution, conclusion, or termination.
- 20.5. Any notification between the Parties is inappropriate unless it is made in writing. E-mails and communication via the Client's account in the Service are regarded as "in writing". The term "in writing" includes e-mail, WhatsApp and other messengers.
- 20.6. The electronic mail (message) is deemed to be received by the Party unless within 1 (one) business day the sending Party receives the notice that the mail (message) has not been delivered.
- 20.7. The Parties undertake to inform each other in writing about changes made to their legal details, address, e-mail, phone number for sending notifications and other documents not later than 3 (three) days from the moment of making such changes.
- 20.8. If the Party fails to inform another Party of the e-mail address or phone number changed, the former e-mail addresses and phone numbers are deemed to be appropriate. At the same time sending an e-mail (message) to the former e-mail address (phone number) is deemed appropriate, and this e-mail (message) is deemed delivered.