

Fulfillment Warehouse Management System Service Terms & Conditions

These Terms of Service (“Agreement” or “Terms of Service”) are a legally binding agreement between you (the “User,” “you,” or “your”) and FULFILLMENT FZCO. (“Fulfillment.Global,” “we,” “us,” “our”). You acknowledge and agree that your use of the Fulfillment.Global platform (the “Platform”) through Fulfillment.Global’s website at <https://fulfillment.global/> (the “Website”) and Fulfillment.Global’s mobile application (the “App”) will be governed by this Agreement, our [Privacy Policy](#), and any related terms.

If you are unsure as to the terms of this Agreement, please do not proceed further and contact us at legal@fulfillment.global.

Your use of our Website, User Website, App or Platform shall constitute your acceptance of this Agreement and to all of the terms and conditions stated under this Agreement and our [Privacy Policy](#) referenced herein.

PLEASE READ THE TERMS CONTAINED IN THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE THAT THESE TERMS CONTAIN A BINDING AND MANDATORY ARBITRATION PROVISION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND LIMITS REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY USING AND NAVIGATING THROUGH OUR PLATFORM THROUGH OUR WEBSITE AND/OR APP, YOU AGREE THAT (A) YOU HAVE READ AND UNDERSTOOD THE AGREEMENT; (B) YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD; (C) YOU CAN FORM A BINDING CONTRACT; AND (D) YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AS WELL

AS OUR [PRIVACY POLICY](#) REFERENCED HEREIN. FURTHERMORE, YOU HEREBY CONSENT ON BEHALF OF YOUR MINOR CHILD WHO MAY ACCESS THE PLATFORM VIA YOUR REGISTRATION OR ACCOUNT TO THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF SERVICE, INCLUDING, WITHOUT LIMITATION, THE WAIVER OF THE RIGHT TO A TRIAL BY JURY AND/OR TRIAL BY COURT AND CONSENT TO ARBITRATE ANY CLAIM HEREWITH UNDER THE ARBITRATION CLAUSE SET FORTH HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OUR WEBSITE, USER WEBSITE, APP OR PLATFORM.

Capitalized terms not defined herein shall have the same meaning ascribed to them under our [Privacy Policy](#).

1. INTRODUCTION TO Fulfillment.Global AND OUR PLATFORM

FULFILLMENT FZCO. has developed a state-of-the-art software and services that enables and makes efficient the logistical handling, shipping, and receiving of products and inventory. Fulfillment.Global offers (a) a comprehensive Warehouse Management System ("WMS" or "Platform") that helps warehouse managers with improving and optimizing the inbound, storage, and outbound processes; and (b) comprehensive analytics and reporting modules that empower warehouse managers and administrators to delve deeper into the performance of individual associates, stations, warehouses, and warehouse networks ("Services").

Upon a successful Registration, as defined in our Terms of Service, all our Users receive and are allowed to access Platform in the website "<https://fulfillment.vip/>" (each a "User Platform" or "User Website"). Such User Websites are accessible only

by (a) Fulfillment.Global, (b) Fulfillment.Global employees, consultants, officers, managers, directors and agents, (c) User, and (d) User's officers, employees, managers, directors, and agents specifically allowed by the User to access and use the User Website ("Authorized Users").

2. TERRITORIAL RESTRICTION

Our Website, App, and Platform available for use and download globally. If you are a resident in the United Arab Emirates ("UAE"), you must comply with these Terms of Service and our [Privacy Policy](#). If you are a resident of any other country, please ensure compliance not only this Terms of Service and our [Privacy Policy](#) but also all local laws prior to using our Website, User Website, App or Platform. If you have any questions regarding this Section, please email us at legal@fulfillment.global.

3. PRIVACY POLICY

Our [Privacy Policy](#) describes how we handle the personal and business information you provide to us when you register for our Website, App, User Website, or Platform. You understand that through your use of our Website, App, User Website or Platform, you consent to the collection and use (as set forth in the [Privacy Policy](#)) of this information, including the transfer of this information to the UAE, and/or other countries for storage, processing and use by Fulfillment.Global and our affiliates.

4. ELIGIBILITY & RESTRICTIONS

To be eligible to use our Website, User Website, App or Platform, you must meet the following criteria and represent and warrant that you: (a) are 16 years of age or older; (b) are not currently restricted from accessing our Website, User Website, App or Platform, or not otherwise prohibited from having an account, (c) are not our competitor, or are not using our Website, User Website, App or Platform for reasons

that are in competition with us; (d) will only maintain one registered account at any given time; (e) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (f) will not violate any of our rights, including intellectual property rights such as patent, copyright, and trademark rights; (g) agree to provide at your cost all equipment, browser software, and internet access necessary to use our Website, User Website, App or Platform; (h) are not located in a country that is subject to a UAE government embargo, or designated by the UAE government as a “terrorist supporting” country; (i) are not listed on any UAE government list of prohibited or restricted parties; and (j) if using our Apps downloaded from an App Distributor (*as defined in Section 8(a)*), you are in compliance with applicable third-party terms of agreement with the App Distributor when using the mobile application.

5. SERVICE LICENSE

We may include the use of our proprietary software (“Software”) for use in connection with our Services. If such Software is accompanied by an End User License Agreement (“EULA”), the terms of the EULA will govern the use of the Software. If the Software is not accompanied by a EULA, then we agree to grant you a limited, non-exclusive, revocable, non-transferable, non-licensable, non-sublicensable license to access and use our Software, Website, User Website, App or Platform to: (a) download, install, and use our App for your use in accordance with this Agreement on any mobile device owned or otherwise controlled by you strictly in accordance with this Agreement, and (b) access, stream, download, and use on your mobile device our Website, User Website, App or Platform and content made available in or otherwise accessible through our Website, User Website, App or Platform, strictly in accordance with this Agreement.

You will not use, copy, adapt, modify, prepare derivative works based upon our Website, User Website, App or Platform, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our Website, User Website, App or Platform, except as expressly permitted in this

Agreement. When using and accessing our Website, User Website, App or Platform, you need to make sure that your internet connection is adequate. You are solely responsible for your internet connection including and not limited to the applicable charges, rates, tariffs, and other fees that might apply.

YOU AGREE THAT WE ARE NOT LIABLE FOR ANY DAMAGES OR INJURY RESULTING FROM YOUR ACCESS OR USE OF OUR WEBSITE, USER WEBSITE, APP OR PLATFORM. WE PROVIDE NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY WHICH WILL EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ANY DAMAGE ALLEGED FOR A LOSS OR INJURY IS LIMITED TO THE FEE, IF ANY, PAID TO Fulfillment.Global FOR THE ABILITY TO ACCESS OR USE OUR WEBSITE, USER WEBSITE, APP OR PLATFORM.

6. OWNERSHIP AND USE OF THE WEBSITE AND APP

We have and will retain sole control over the operation, provision, maintenance, and management of the (a) Website, User Website, App or Platform; and (b) the Services. We will determine in good faith the selection, deployment, modification, support, maintenance, repair upgrades, updates, corrections, repairs and replacement of the Website, User Website, App or Platform and Services; provided, however, that we will not modify the Website, User Website, App or Platform or Services to remove any material features and will not modify any feature used by Users without User's prior written consent. We have the right to review and monitor the use of the Website, App and Services by you and to ensure compliance with the terms of this Agreement. You have and will retain sole control over all data and other content that is collected, downloaded, or otherwise received, directly or indirectly from you by or through the Website, User Website, App or Platform, and information reflecting the access or use of the Website, User Website, App or Platform by or on your behalf and personal information about your employees and contractors including business title, place of business, business email, etc. except as set forth herein or in other applicable terms ("User Data").

You agree that our Platform, including but not limited to the Website, App, graphics, trademarks, and editorial content, contains proprietary content, information, and material, which are owned by Fulfillment.Global and/or our licensors, including our customers, brands and agencies, and are protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary content, information or materials other than for your permitted use of our Platform or in any manner that is inconsistent with the terms contained in this Agreement. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on our Website, User Website, App or Platform, in any manner, and you will not exploit our Website, User Website, App or Platform in any unauthorized way whatsoever, including but not limited to, using our Website, User Website, App or Platform to transmit any computer viruses, worms, Trojan horses or other malware, or by trespassing or burdening network capacity. You further agree not to use our Website, User Website, App or Platform in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that we are not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using our Website, User Website, App or Platform.

7. RESERVATION OF RIGHTS

You acknowledge and agree that our Website, App, and Platform are provided for your use. Except to the extent necessary to access and use our Website, User Website, App or Platform, nothing in this Agreement grants any title or ownership interest in or to any copyrights, patents, trademarks, trade secrets or other proprietary rights in or relating to our Website, User Website, App or Platform, whether expressly, by implication, estoppel, or otherwise. Fulfillment.Global and its licensors and service providers reserve and will retain their entire right, title, and interest in and to our Website, App, and Platform, including all copyrights,

trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

8. REGISTRATION, ACCOUNT CREATION, AND ACCESS RIGHTS

1. **Access:** You can access and use our Platform through the User Website upon successful Registration, as defined below. The following terms apply when you download our Apps from an App Store: (i) the license granted in accordance with these Terms is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable in accordance with the usage rules set forth in the applicable App Distributor's terms of service; and (ii) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its term may refund the purchase price, if any.
2. **Registration:** To use our Platform and Services ("Registration") you are required to set up an account ("Account"). When you set up an Account, you are required to enter your email address, name, business address, phone number, and the name business. ("Account Information"). To register an account, you must be at least 16 years of age. Upon a successful Registration, all our Users receive and are allowed to access Platform on the website "<https://fulfillment.vip/>" (each a "User Platform" or "User Website"). Such User Websites are accessible only by (a) Fulfillment.Global, (b) Fulfillment.Global employees, consultants, officers, managers, directors and agents, (c) User, and (d) User's officers, employees, managers, directors, and agents specifically allowed by the User to access and use the User Website ("Authorized Users").
3. **Security of your Account Information:** You agree that all information you provide is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it current. You may not transfer or

share your Account Information with anyone. You are responsible for maintaining the confidentiality of your Account Information and for all activities that occur under your Account. You agree to immediately notify us upon becoming aware of any unauthorized use of your Account Information. Fulfillment.Global reserves the right to take any and all action, as it deems necessary, regarding the security of our Service and your Account Information. Under no circumstances shall Fulfillment.Global be held liable to you for any liabilities or damages resulting from or arising out of your use of our Platform, your use of the Account Information, or your release of the Account Information to a third party.

4. **Use of Information:** We collect personal and business information (as set forth in our [Privacy Policy](#)), at the time of Registration or in the course of your use of our Services. This information is necessary for us to provide our Website, User Website, App or Platform to you and is stored on our servers to enable us to continue to provide our Website, User Website, App or Platform to you. Upon your written request, we will provide you with a list of all of the Personal Information that we store on you within thirty (30) days of receiving your request. Also, upon your prior written request, we will delete any such information within thirty (30) days of receiving your request. Notwithstanding, please note that, if you ask us to delete all such information, we will not be able to continue to provide our Services, Website, User Website, App or Platform to you. Please send your requests to us at <https://fulfillment.global/>. YOU OWN, OR UNDERTAKE THAT YOU ARE AUTHORISED TO USE, ANY INTELLECTUAL PROPERTY IN ANY INFORMATION AND USER DATA YOU PROVIDE, UPLOAD, SHARE, TRANSMIT OR OTHERWISE MAKE AVAILABLE TO OR FROM, OUR SYSTEMS OR USING OUR SERVICES. YOU GRANT US A WORLDWIDE, ROYALTY-FREE LICENCE TO USE, STORE, BACK-UP, COPY, TRANSMIT, DISTRIBUTE, COMMUNICATE, MODIFY AND OTHERWISE MAKE AVAILABLE, SUCH INFORMATION AND USER DATA, SOLELY FOR THE PURPOSES OF ENABLING YOU TO USE OUR SERVICES AND FOR ANY OTHER PURPOSE RELATED TO PROVISION OF THE SERVICES TO YOU AND THEM.

9. PAYMENT

- 1. Free Trial.** We may, at our sole discretion, offer free trial ("Free Trial") to certain new Users who Register with our Platform from the date of Registration for a limited period ("Free Trial Duration"). If we offer you a Free Trial, (a) during the Free Trial Duration, Users shall not be charged any Fees; (b) upon the end of the Free Trial Duration, you will be unable to continue using our Services unless you Register for a Subscription Plan, and pay the Fees associated with the Subscription Plan.
- 2. Subscription Plans.** You may inquire about the available Subscription Plans by contacting us at support@fulfillment.global. Users must sign an engagement agreement with us ("Subscription Agreement") that shall, at minimum, describe the (i) the selected Subscription Plan, (ii) inclusions and exclusions in the selected Subscription Plan, (iii) the fees associated with the selected Subscription Plan (the "Fees"), and (iv) the duration associated with the Subscription Plan ("Plan Duration"). If we start offering Subscriptions through our Website, we will update these Terms accordingly.
- 3. Resource Units.** Each Subscription Plan provides varying quantities of Resource Units, subject to different service rates. A "Resource Unit" is defined as a composite measure comprising CPU Time, Database Points, Network Traffic, and other resources necessary for the functioning of the system. The consumption of a Resource Unit is considered complete when any one of its constituent sub-resources reaches its capacity. We reserve the right to modify the metrics and measurement standards for each resource at our discretion, without prior notice.
- 4. Payment Methods.** You agree to provide current, complete, and accurate purchase and Account Information ("Payment Information"). You further agree to promptly update your Payment Information as needed to keep it current and accurate at all times. You authorize us to charge your chosen payment

provider for any Fees associated with your Account and Subscription Plans in accordance with the Subscription Agreement. Unless otherwise stated in the Subscription Agreement, you consent to our charging your Payment Method on a recurring basis without requiring your prior consent for each recurring charge until you notify us of your cancellation, if your Subscription Plan is subject to recurring charges. Unless otherwise specified in the Subscription Agreement, all payments of Fees shall be made in U.S. dollars.

5. **Taxes.** Users are responsible for the payment of all taxes associated with the payment of Fees, when required by laws. Sales taxes will be added to the Fees and charged to the Users.
6. **Changes.** We reserve the right to change the Fees and Plan Durations at any time. Unless otherwise specified in the Subscription Agreement, all material updates to the Fees and Plan Durations shall be communicated to Users via email or other reasonable means and will be updated here.
7. **Errors.** We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. If you believe that your Account has been billed incorrectly, you must contact us within thirty (30) days of receiving such an invoice or notification related to the incorrect billing at support@fulfillment.global to help us resolve such errors. We reserve the rights, at our sole discretion, to (i) refund an incorrectly charged amount when the invoiced amount was higher than the Fees and charges actually due; or (ii) to credit or debit, as applicable, the erroneous amount from the next billing cycle.

10. TERMINATION

1. **Termination by us.** We reserve the right to suspend or terminate your account or cease providing you with access to all or part of our Platform and Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated this Agreement or our [Privacy Policy](#), (ii) you

create risk or possible legal exposure for FULFILLMENT FZCO; or (iii) our provision of our Platform and Services to you is no longer commercially viable. We will make reasonable efforts to notify you of such termination by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, this Agreement shall terminate, including, without limitation, your license to use our Website, User Website, App or Platform.

2. **Cancellation by Users.** You can terminate your access to our Services at any time (“Cancellation”) by providing ninety (90) days prior written notice, by (i) cancelling your Account through the Platform, Website and App, (ii) writing an email to support@fulfillment.global
3. **Survival.** All sections, which by their nature and context are intended to survive the termination of this Agreement, will survive.

11. CONTRIBUTIONS, SUBMISSIONS, AND REVIEWS

1. **Contributions.** OUR WEBSITE, APPS, AND PLATFORM CURRENTLY DOES NOT OFFER OR ALLOW USERS TO SUBMIT OR POST CONTENT. We may however, at our sole discretion, provide certain Users you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information, or other material (collectively, “Contributions”). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you provide to us shall be treated in accordance with these Terms and our [Privacy Policy](#). When you create or make available any Contributions, you thereby represent and warrant that (i) the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe on any third-party proprietary rights; (ii) you are the creator and owner of or have

the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, our Website, App, and Platform, and other Users to use your Contributions in any manner in accordance with these Terms and our Privacy Policy; (iii) your Contributions are not false, inaccurate, or misleading; (iv) your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, or mass mailings; (v) your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable, as determined by us; (vi) your Contributions do not violate the privacy or publicity rights of any third party; (vii) your Contributions do not violate any applicable laws and are in no way intended to harm the health or well-being of minors; and (viii) your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap. We reserve the rights to, among other rights, remove any Contributions that violate these Terms, our Privacy Policy, or any applicable laws. We are not liable for any statements or representations in your Contributions. YOU ARE SOLELY RESPONSIBLE FOR YOUR CONTRIBUTIONS AND YOU EXPRESSLY AGREE TO INDEMNIFY Fulfillment.Global AND ITS INDEMNITEES FROM ANY LIABILITY, FEES, CHARGES, DAMAGES, COSTS, OR INJURIES THAT ARE A RESULT OF, DIRECTLY OR INDIRECTLY, YOUR CONTRIBUTIONS AND ITS VIOLATION OF ANY APPLICABLE LAWS, THESE TERMS OR THE PRIVACY POLICY.

- 2. Contribution License.** You agree that FULFILLMENT FZCO may access, store, process, and use any information and personal data that you provide in accordance with these Terms and our Privacy Policy. You grant Fulfillment.Global all rights and licenses necessary to access and use your Contributions, feedback and Reviews on our Website, User Website, App or Platform to and a worldwide, assignable, sublicensable, perpetual, royalty free and fully paid up license to reproduce, modify, translate, transmit, access, use and display such Contributions, feedback and Reviews in accordance with this Agreement.

3. **Reviews.** We may, at our sole discretion, provide you areas on our Website, User Website, App or Platform to leave reviews or ratings (“Reviews”). When posting a Review, represent and warrant that (i) you have firsthand experience with respect to the person or entity being reviewed; (ii) Reviews do not contain offensive profanity, or abusive, racist, offensive, or hate language; (iii) Reviews do not contain references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (iv) Reviews are not be affiliated with competitors if posting negative reviews; (v) Reviews do not make any conclusions as to the legality of conduct; (vi) Reviews do not contain any false statements; and (vii) Reviews are not a result of any organized campaign encouraging others to post reviews, whether positive or negative.
4. **Our Rights.** User understands and agrees that (i) we may accept, reject, or remove Reviews in our sole discretion; (ii) we have no obligation to screen Reviews or to delete Reviews, unless required by applicable laws; and (iii) Reviews are not endorsed by us, and do not represent our opinions or the views of any of our affiliates or partners. By posting a Review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to Reviews.
5. **Submissions.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding our Website, User Website, App or Platform (“Submissions”) provided by you to us are confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and display these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions. You hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse

against Fulfillment.Global for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

12. REQUIRED CONDUCT AND PROHIBITED CONDUCT

As a condition to access our Website, User Website, App or Platform, you agree to this Agreement and to strictly observe the following:

A. Required Conduct

1. Comply with all applicable laws, including, without limitation, tax laws, export control laws and regulatory requirements;
2. Provide accurate information to Fulfillment.Global and update from time to time as may be necessary;
3. Review our [Privacy Policy](#); and
4. Review and comply with notices sent by FULFILLMENT FZCO, if any, concerning our Website, User Website, App or Platform.

B. Prohibited Conduct

1. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, otherwise transfer or commercially exploit our Website, User Website, App or Platform (excluding any user content);
2. Reverse engineer, decompile, disassemble, decipher, capture screen shots, or otherwise attempt to derive the source code for any underlying intellectual property used to provide our Website, User Website, App or Platform, or any part thereof;
3. Utilize information, content or any data you view on and/or obtain from our Website, User Website, App or Platform to provide any service that is competitive with us;

4. Imply or state, directly or indirectly, that you are affiliated with or endorsed by Fulfillment.Global unless you have entered into a written agreement with us;
5. Adapt, modify, or create derivative works based on our Website, User Website, App or Platform or technology underlying our Website, User Website, App or Platform, or other users' content, in whole or in part;
6. Rent, lease, loan, trade, sell/re-sell access to our Website, User Website, App or Platform or any information therein, or the equivalent, in whole or part;
7. Access, reload, or "refresh" or make any other request to transactional servers that are beyond generally accepted usage of web-based applications;
8. Use manual or automated software, devices, scripts robots, other means or processes to "scrape", "crawl" or "spider" any web pages contained in the Website;
9. Use automated methods to add contacts or send messages;
10. Engage in "framing", "mirroring", or otherwise simulating the appearance or function of our Website;
11. Attempt to or actually access our Website, User Website, App or Platform by any means other than through the interface provided by Fulfillment.Global;
12. Attempt to or actually override any security component included in or underlying our Website, User Website, App or Platform;
13. Engage in any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses;
14. Remove any copyright, trademark, or other proprietary rights notices contained in or on our Website, User Website, App or Platform, including those of both FULFILLMENT FZCO or any of our licensors;

15. Use any information obtained from our Website, User Website, App or Platform to harass, abuse, or harm another user; or
16. Engage in any action or promote any content that is harmful, offensive, illegal, unlawful, discriminatory, dangerous, profane, or abusive.

13. Fulfillment.Global COMMUNICATIONS

You understand and agree that you may receive information and push notifications from Fulfillment.Global via email, our App, text message on your mobile device, or calls to your mobile number. You hereby consent to receive communications via email, our App, text message on your mobile device, or calls to your mobile number. You acknowledge that you may incur additional charges or fees from your wireless provider for these communications, including text message charges and data usage fees, and you acknowledge and agree that you are solely responsible for any such charges and fees and not Fulfillment.Global.

1. **Email Contact.** We may send promotional messages about us and our products and services related to our Website, App, and Platform to your email. When you send us a query email at support@fulfillment.global, you are providing us with consent to send emails to you for replying to your queries at your provided email address. By providing your email address, you agree with these Terms of Service and our [Privacy Policy](#).
2. **Push Notification.** You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of our Website, App, and Platform.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold FULFILLMENT FZCO and our officers, employees, managers, directors, customers, and agents (the "Indemnitees") harmless from and against any and all costs, liabilities, losses and expenses

(including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against FULFILLMENT FZCO and our Indemnitees arising from any of the following: (i) a breach of this Agreement; (ii) the negligence, fraud, or willful misconduct of you or your employees, agents, or contractors; (iii) incorrect information provided by you in your account or elsewhere; or (iv) a failure by you or your employees, agents, contractors or invitees to comply with applicable laws and regulations.

15. DISCLAIMERS

Your access to and use of our Website, App, and Platform or any content are at your own risk. You understand and agree that our Website, App, and Platform are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of our Website, User Website, App or Platform or any content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of our Website, User Website, App or Platform or any content; (iii) the deletion of, or the failure to store or to transmit, any content and other communications maintained by our Website, User Website, App or Platform; and (iv) whether our Website, User Website, App or Platform will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from us or through our Website, User Website, App or Platform, will create any warranty or representation not expressly made herein.

FULFILLMENT FZCO DOES NOT REVIEW, VERIFY, REVISE, ENDORSE, OR OTHERWISE APPROVE ANY CONTENT CREATED OR POSTED BY OUR USERS, AND COMMUNICATED TO OTHER USERS OR THIRD PARTIES VIA OUR WEBSITE, USER WEBSITE, APP OR PLATFORM, BUT FULFILLMENT FZCO WILL REMOVE CONTENT

THAT VIOLATES ANY LAWS OR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL Fulfillment.Global BE LIABLE IN ANY WAY FOR ANY CONTENT CREATED OR POSTED BY OUR USERS FOR, INCLUDING, WITHOUT LIMITATION, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF SUCH CONTENT. THE CONTENT IS SOLELY CREATED BY OUR USERS, AND FULFILLMENT FZCO SPECIFICALLY DISCLAIMS ANY AND ALL ROLE WHATSOEVER WITH RESPECT TO THE CREATION OR POSTING OF SUCH CONTENT.

16. LIMITATION OF LIABILITY

You acknowledge and agree that, in no event will Fulfillment.Global be liable to you or any third party for any indirect, punitive, exemplary, incidental, special, or consequential damages whether in contract, tort (including negligence), or otherwise arising out of this Agreement, or the use of, or the inability to use, our Website, User Website, App or Platform, including, without limitation, any information made available through our Website, User Website, App or Platform pursuant to this Agreement. In the event the foregoing limitation of liability is determined by a court of competent jurisdiction to be unenforceable, then the maximum liability for all claims of every kind will not exceed one times (1x) the aggregate of payments received under this Agreement. The foregoing limitation of liability will cover, without limitation, any technical malfunction, computer error or loss of data, and any other injury arising from the use of our Website, User Website, App or Platform. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. To the extent that Fulfillment.Global may not disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Fulfillment.Global's liability will be the minimum permitted under applicable law.

17. ASSIGNMENT

This Agreement is only for your benefit. You shall have no right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

18. MODIFICATIONS

We reserve the right, at our sole discretion, to change or modify this Agreement at any time. In the event, we modify the terms of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. We will inform you about the modifications via email, on our Website, User Website, App or Platform by posting a modified version of this page, or by a comparable means within a reasonable time period. Your continued use of our Website, User Website, App or Platform shall constitute your consent to such changes.

19. RELATIONSHIP OF PARTIES

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint ventures, shareholders, employer/employee, or agent/servant. The User has no power or authority to bind FULFILLMENT FZCO to any obligation, agreement, debt or liability. The User shall not hold itself out as an agent or representative of FULFILLMENT FZCO.

20. GOVERNING LAW

This Agreement shall be governed by the law of Dubai, United Arab Emirates, without respect to its conflicts of laws principles. Each of the parties to this Agreement consents to the exclusive jurisdiction and courts located in Dubai for any actions not subject to Dispute Resolution and Arbitration provisions as set forth in Section 21.

21. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH FULFILLMENT FZCO AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

A. Binding Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and FULFILLMENT FZCO agree (a) to waive your and FULFILLMENT FZCO's respective rights to have any and all Disputes arising from or related to this Agreement, use of our Website or App, resolved in a court, and (b) to waive your and FULFILLMENT FZCO's respective rights to a court trial. Instead, you and FULFILLMENT FZCO agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge in court).

B. No Class Arbitrations, Class Actions or Representative Actions

You and FULFILLMENT FZCO agree that any Dispute arising out of or related to these Terms of Use or use or access of our Website or App is personal to you and FULFILLMENT FZCO and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and FULFILLMENT FZCO agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and FULFILLMENT FZCO agree that a Dispute cannot be brought as a class or other

type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

C. Federal Arbitration Law

You and FULFILLMENT FZCO agree that these Terms of Use affect interstate commerce and that the enforceability of this Section shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Law No. 6 of 2018 on Arbitration, to the maximum extent permitted by applicable law.

D. Notice; Informal Dispute Resolution

You and FULFILLMENT FZCO agree that each party will notify the other party in writing of any arbitral or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to FULFILLMENT FZCO shall be sent by certified mail or courier to:

FULFILLMENT FZCO
Unit 3706 PB 338482,
Platinum Tower JLT-PH1-12,
Jumeirah Lakes Towers,
Dubai,
United Arab Emirates

Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your FULFILLMENT FZCO account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this Agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Fulfillment.Global cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then

either you or FULFILLMENT FZCO may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

E. Process

EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND FULFILLMENT FZCO AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR FULFILLMENT FZCO WITHIN (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND FULFILLMENT FZCO WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and FULFILLMENT FZCO agree that (a) any arbitration will occur in Dubai, UAE, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect, except as modified by this "Dispute Resolution" section, and (c) that the courts of Dubai, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

F. Authority of Arbitrator

The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. We will not seek and hereby waive all rights we may have under applicable law to recover, attorneys' fees and expenses if we prevail in arbitration.

G. Severability

If any term, clause or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth herein are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

H. Opt-Out Right

YOU HAVE THE RIGHT TO OPT OUT OF BINDING ARBITRATION WITHIN THIRTY (30) DAYS OF THE DATE YOU FIRST ACCEPTED THE TERMS OF THIS SECTION BY WRITING TO:

FULFILLMENT FZCO
Unit 3706 PB 338482,
Platinum Tower JLT-PH1-12,
Jumeirah Lakes Towers,
Dubai,
United Arab Emirates

IN ORDER TO BE EFFECTIVE, THE OPT OUT NOTICE MUST INCLUDE YOUR FULL NAME AND CLEARLY INDICATE YOUR INTENT TO OPT OUT OF BINDING ARBITRATION. BY OPTING OUT OF BINDING ARBITRATION, YOU ARE AGREEING TO RESOLVE DISPUTES IN ACCORDANCE WITH SECTION 20.

22. MISCELLANEOUS

This Agreement along with our [Privacy Policy](#) constitutes the entire agreement between you and Fulfillment.Global and supersedes any prior agreements between you and Fulfillment.Global with respect to the subject matter herein. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, we both nevertheless agree that the court should endeavor to give effect to our intentions as reflected in this provision,

and the other provisions of this Agreement to remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Website, User Website, App or Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. All the sections intended to survive the termination of this Agreement shall survive. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as explicitly stated otherwise, any notices to FULFILLMENT FZCO (Fulfillment.Global) shall be given by certified mail, postage prepaid and return receipt requested to:

FULFILLMENT FZCO
Unit 3706 PB 338482,
Platinum Tower JLT-PH1-12,
Jumeirah Lakes Towers,
Dubai,
United Arab Emirates

Any notices to you shall be provided to you through our Website, User Website, App or Platform or given to you via the email address or physical address you provide to Fulfillment.Global during the registration process.