



## MELIUS TERMS OF USE

**Preamble:** These Terms of Use (hereinafter referred as the ‘**Terms**’) represent an agreement between the MELIUS Marketing DMCC (hereinafter referred as the ‘**MELIUS**’) and its Customer, superseding all prior negotiations or any agreement, whether written or oral except as provided in these Terms.

MELIUS and Customer together shall be referred to as the ‘**Parties**’.

Your access or the use of the MELIUS Website or Services shall mean that you have read, understood and agree to be bound by these Terms. By accessing or using any MELIUS Website or Services, you also represent that you have the legal authority as per applicable law (including but not limited to age requirement) to accept the Terms on behalf of yourself and/or any other person you represent in connection with your use of the MELIUS Website or Services. If you do not agree to the Terms, you are not authorised to use the MELIUS Website or Services.

### **TERMS OF USE:**

1. **DEFINITIONS:** For the purposes of this MELIUS Terms of Use, the following words/phrases shall have the meaning as specified below;
  - a. **Chargeback:** Chargeback is the return of funds to a Consumer, initiated by the issuing bank or payment gateway of the instrument used by a Consumer to settle a debt.
  - b. **MELIUS Website:** MELIUS Website will include all website and sub-domains currently owned or which might be purchased in the future by MELIUS or its Affiliates. Below is an indicative list of the same;
    - i. <https://thinkmelius.com/en/>
    - ii. <https://shop.thinkmelius.com/>
    - iii. <https://support.melius.co/en/support/home>
  - c. **MELIUS Affiliates:** For these Terms, MELIUS Affiliates shall include;
    - i. MELIUS EUROPE LTD, London, UK
    - ii. MELIUS AMERICAS INC., Nevada, United States
  - d. **Third Parties:** Any party that is not a signatory to this Terms of Use or is not one of the MELIUS Affiliates shall be considered as Third Party for the purposes of these Terms.
  - e. **Services:** MELIUS and its Affiliates provide a range of Services for a subscription. Please note that new Services might be added, removed or modified, and therefore, the Customers are requested to regularly visit MELIUS Websites to stay updated about the available Services. Below is an indicative list of the Services provided by MELIUS;



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[www.thinkmelius.com](http://www.thinkmelius.com)



- i. MELiUS Experience,
- ii. MELiUS Adventure,
- iii. MELiUS Escape, and
- iv. MELiUS IBO License.

2. **SUBSCRIPTION TERM AND RENEWAL:** All the Customers or the MELiUS Users are required to timely renew their subscriptions. The Customers or Users will be given a grace period of seven (7) days to renew the subscription upon expiry. The Term of the renewed period will be effective from the date when the payment became due and not when the payment was made during the grace period.
3. **IMPORTANT DISCLAIMER:** Customer understands and agrees that MELiUS is a mere provider of market and financial information; however, it does not guarantee the accuracy, reliability and usefulness of the said information. The information provided by MELiUS might not be appropriate for all users.
4. **REGISTRATION OR USE OF MELIUS WEBSITE OR SERVICES:** To use certain Services offered by MELiUS, you may be required to open an account by completing the registration process. You will also choose a password and user name, and maintaining the confidentiality of your password and account shall be your sole responsibility. You expressly agree to absolve the MELiUS of any responsibility/liability in this regard.
5. **GEOGRAPHICAL REACH OF MELIUS WEBSITE AND SERVICES:** MELiUS Website and Services are available globally without any restriction from our part. Therefore, you can access or use the MELiUS Website or Services from any jurisdiction of the world, and you will be doing so at your own risk, and you are solely responsible for the compliance with the local laws or any other applicable national and international laws, sanctions and regulations.
6. **RESTRICTED COUNTRIES FOR MELIUS SERVICES:**
  - a. MELiUS acknowledges that MELiUS Website can be accessed from any jurisdiction of the world with or without the use of VPN; however, MELiUS does not provide its Services to the residents and companies registered in countries which are currently under Sanctions imposed by the United States of America or under the respective applicable laws. For the specific Sanctions and the list of countries under such Sanction, please visit the website of U.S. Department of the Treasury (

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center/sanctions/Pages/default.aspx). Please note that this list is only for indicative purposes. MELiUS is not obliged to provide the complete list of sanctioned or prohibited countries, and therefore, Customers are expected to do their due diligence before using MELiUS Website or subscribing to Services offered by MELiUS.

- b. MELiUS currently also doesn't provide its Services to residents of United Arab Emirates.
- c. If a Customer is resident of restricted countries as provided in Sub-Clause (a) & (b) of this Clause then MELiUS has the complete discretion to cancel such subscription as and when it comes to its attention and MELiUS shall not have any obligation towards such Customers. Such Customers shall not have any right to seek a refund from MELiUS; however, MELiUS has the discretion to whether or not return the fund transferred by such Customers.

#### **7. GENERAL DUTIES OF MELIUS:**

- a. MELiUS will always endeavour to deliver all Services on time and in good quality,
- b. MELiUS will always endeavour to quick and efficient customer support services,
- c. MELiUS will provide with agreed and paid Services,
- d. MELiUS shall inform the Customer about any change in these Terms of Use,
- e. The Customer has the right to raise a complaint about service deficiencies in accordance with the Terms, and other policies agreed between the Parties.

**8. CUSTOMER SUPPORT:** For customer support with account-related and payment-related questions ("Customer Support Queries"), please submit a ticket to our Customer Service department using the Customer Service contact form available at <https://support.melius.co>. MELiUS will use reasonable endeavours to respond to all Customer Support Queries within a reasonable time frame, but we make no promises that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to answer any such queries.

**9. LIMITATION TO BRING YOUR CLAIM:** Customer and MELiUS agree that any cause of action arising out of or related to use of the MELiUS Website or the Services must commence within one (1) year after the cause of action accrues otherwise, such cause of action will be permanently barred.

#### **10. DISCLAIMER AND LIMIT TO LIABILITY OF MELIUS:**



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- a. You understand and agree that MELIUS provides the Services on 'as-is', 'with all faults' and 'as available' basis. You agree that use of the MELIUS Website or the Services is at your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded. No representations, warranties or guarantees whatsoever are made by the Company whether express or implied and expressly disclaim any and all representations and warranties as to the
- i. accuracy, adequacy, reliability, completeness, suitability or applicability of the information, the content, data, products and/or services, merchantability or any warranty for fitness for a particular purpose;
  - ii. that the Services will be uninterrupted, timely, secure, or error-free or that all deficiencies, errors, defects or non-conformities will be corrected;
  - iii. the quality of any services, content, information, data, or other material on the MELIUS Website will meet your expectations or requirements;
  - iv. any errors in the MELIUS Website will be corrected;
  - v. warranties against infringement of any third party intellectual property or proprietary rights; or other warranties relating to performance, non-performance, or other acts or omissions of the MELIUS, its officers, directors, employees, affiliates, agents, licensors, or suppliers etc.
  - vi. MELIUS does not warrant that any of the software used and or licensed in connection with the Services will be compatible with other third-party software or devices nor does it warrant that operation of the Services and the associated software will not damage or disrupt other software or hardware. MELIUS, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of the MELIUS Website or the Services, whether based in contract, tort, strict liability, or other theory, even if MELIUS has been advised of the possibility of damages.
- b. MELIUS, its officers, managers, members, employees, attorneys or agents shall not be liable (jointly or severally) under any circumstances, including but not limited to negligence for any direct, indirect, special, incidental or consequential damages of any kind. This statement includes but not limited to the use of Services offered by MELIUS, data and profit loss on any theory of liability which may arise in or out of the connection



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with the ability or inability of the services offered by MELIUS or the materials on the MELIUS Website. The fact remains true despite the advice given to MELIUS or any of its representatives of the possibility of such damages. Limitation and exclusion of incidental or consequential damages may not apply to everyone since some jurisdictions do not allow such. Liability shall be limited to the fullest extent permitted by applicable law if any authority holds any portion of this section to be not enforceable.

- c. In the event any exclusion contained herein be held to be invalid for any reason MELIUS or any of its affiliate entities, officers, directors or employees become liable for loss or damage, then, any such liability of MELIUS or any of its affiliate entities, officers, directors or employees shall be limited to not exceeding subscription charges paid by you in the month preceding the date of your claim for the particular subscription in question chosen by you.

**11. RESERVED RIGHT TO MODIFY TERMS:** Customer agrees that MELIUS has the right to make changes, modifications, amendments, alterations or deletions of any content of these Terms at any given time. Due to timely updates, Customers are expected to regularly visit the MELIUS Website to identify revisions to which they are bound. Use of the MELIUS Website or subscription to Services after changes made signifies the updated Terms, therefore, bind acceptance, agreement and assent of the most recent version of the Terms and. When we make material changes to the Terms, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service or MELIUS Website after the changes have been made will constitute your acceptance of the changes. Please, therefore, make sure you read any such notice carefully. If you do not wish to continue using the Service or MELIUS Website under the new version of the Terms, you may terminate your account by contacting us. If you received a Trial or a Paid Subscription through a third party, you must cancel the applicable Paid Subscription through such a third party.

**12. INTELLECTUAL PROPERTY RIGHTS:** Unless otherwise specified, all materials appearing on the MELIUS Website, including the text, site design, logos, graphics, icons, and images, trademarks and other intellectual property assets as well as the selection, assembly and arrangement thereof, are the sole property of MELIUS. You may use the content of MELIUS Website only to shop on MELIUS Website or place an order on MELIUS Website and for no other purpose. No materials from the MELIUS Website may be copied, reproduced, modified, republished,



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**13. PAYMENT METHODS:** Please note that we accept a wide range of payment methods which shall be available to you while subscribing to our Services from MELIUS Website. Kindly note that these Payment Methods or Gateways options keeps on changing and therefore we do not guarantee that a specific Payment Method or Gateway will be available all time on our platform or MELIUS Website.

**14. LINKS TO OTHER WEBSITE:** The MELIUS Website may contain links or pointers to other sites on the internet that are owned and operated by Third Parties. You acknowledge that we're not responsible for the operation of or content located on or through any such site.

When you click on a link within the MELIUS Website, MELIUS may not warn you that you have left the MELIUS Website and are subject to the terms and conditions (including the privacy policies) of another website. Please be careful to read the terms of use and the privacy policy of any other website before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website.

MELIUS is not responsible for the content or practices of any other website even if it links to the MELIUS Website. You acknowledge and agree that MELIUS is not responsible or liable to you for any content or other materials hosted and served from any website other than the MELIUS Website.

**15. PRIVACY:** MELIUS keep your personal information private and secure. When you purchase from MELIUS Website, you provide your name, email address, credit card information, address, phone number, and a password. We use this information to process your orders, to keep you updated on your orders and to personalise your shopping experience. Our secure servers protect your information using advanced encryption techniques and firewall technology and other measure listed in MELIUS General Privacy Policy.

For more details on our Privacy Policy, please refer to below mentioned documents which form the integral part of these Terms;



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- a. MELiUS General Privacy Policy (Available at [https://drive.google.com/open?id=1Y1NIakCs7JM\\_N0ZSOBM9pRc1nwK\\_R1eF](https://drive.google.com/open?id=1Y1NIakCs7JM_N0ZSOBM9pRc1nwK_R1eF)) -
- b. MELiUS GDPR Privacy Policy (Available at [https://drive.google.com/open?id=1ZG12rH\\_jdj8TcDmSuExE9iHnVtoAzkGA](https://drive.google.com/open?id=1ZG12rH_jdj8TcDmSuExE9iHnVtoAzkGA)) -

**16. MELIUS REFUND POLICY:** MELiUS has a MELiUS Refund Policy which forms an integral part of these Terms. For the updated version of our Refund Policy, please refer to the link provided below;

MELiUS Refund Policy:  
<https://drive.google.com/open?id=1MgeF3UnJl6G7PkeLd46O9A9aSEh639m9>

**17. MELIUS SUBSCRIPTION CANCELLATION POLICY:** MELiUS has a MELiUS Subscription Cancellation Policy which forms an integral part of these Terms. For the updated version of our Subscription Cancellation Policy, please refer to the link provided below;

MELiUS Subscription Cancellation Policy:  
<https://drive.google.com/open?id=1MgeF3UnJl6G7PkeLd46O9A9aSEh639m9>

If the conditions for the cancellation of subscription are not complied then MELiUS has the full discretion to charge the subscription amount for the following month.

**18. TYPOGRAPHICAL ERRORS:** In the event, Services are listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, MELiUS shall have the right to refuse or cancel any orders placed for service listed at the incorrect price. MELiUS shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card has been charged or not. For further details, please refer to MELiUS Refund Policy and Cancellation Policy as provided above in Clause 15 and Clause 16, respectively of the Terms.

**19. SITE USER CONDUCT:** All users of the MELiUS Website shall be eighteen (18) years of age or older (as required by the applicable laws and regulations) and must be eligible to enter into a legally enforceable agreement as per their local jurisdiction laws and regulations. In connection with the use of the MELiUS Website and content, users are not allowed to:

- a. Upload, post, e-mail, or otherwise transmit any:



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- i. content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libellous, invasive of anyone's privacy, hateful, or racially, ethnically, or otherwise illegal or objectionable;
  - ii. content that does not give any right to users to transmit under any law or contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
  - iii. content that infringes any patent, trademark, trade secret, copyright, or other intellectual property rights of any party;
  - iv. unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - v. material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment
- b. Use the MELiUS Website for any unlawful purpose;
  - c. Interfere with or disrupt the services and content of the MELiUS Website,
  - d. Intentionally or unintentionally, violate any applicable local, state, national, or international law.

**20. DISCLAIMER OF WARRANTY:** MELiUS disclaims all warranties, expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or other violations of rights with the fullest extent permissible according to applicable law. No liability or responsibility is assumed for any errors or omissions of the contents in the MELiUS Website; any corrected defects; any failures, delays, malfunctions, or interruptions in the delivery of any content on the MELiUS Website; any losses or damages; or any conduct by users of the MELiUS Website, either online or offline. MELiUS does not warrant or represent the use or results of the use of the services or materials on the MELiUS Website in terms of correctness, accuracy, reliability, or otherwise. The users/clients or Customers shall assume the entire cost of servicing, repair or correction.

**21. REPRESENTATION BY CUSTOMER:**

- a. The Customer represents that he/she is legally eligible to enter into a contract as per the applicable law.
- b. The Customer represents that all the information provided by him/her during the purchase of any Service or subsequently is absolutely correct.



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- c. The Customer agrees that he/she shall not make a copy or duplicate any part or content of the Services offered by MELIUS, whether by recording the screen or otherwise.
- d. The Customer represents that he/she has read all the Terms and applicable policies and is in full compliant with them and shall remain so in the future.

**22. WARRANTIES AND INDEMNIFICATION BY CUSTOMER:**

- a. The Customer has read all the Terms and other applicable policies and warrants that he/she is in full compliance with the applicable laws, rules, regulations and policies, and will remain so at all times during the term of agreement with MELIUS and shall indemnify MELIUS or its Affiliates if he/she breaches any of the Representation made above in Clause 20 of these Terms.
- b. In the event the Customer is in breach or reasonably anticipated breach, of any of the foregoing warranties and other terms, in addition to any other remedies available at law or in equity, MELIUS will have the right immediately in its reasonable discretion, to suspend any related Services if deemed reasonably necessary by MELIUS to prevent any harm to MELIUS or its business.

**23. UNILATERAL TERMINATION RIGHTS OF MELIUS:** MELIUS has the unilateral right to terminate or cancel the Customer's subscription of the Services if MELIUS reasonably believes that the Customer was engaged or is engaged in below-mentioned activities;

- a. Activities causing damage to the goodwill, reputation or business of MELIUS,
- b. A customer engaged in misrepresentation or fraud related to the Services offered by the MELIUS,
- c. The customer has been charged for criminal misconduct in any jurisdiction/country,
- d. If the Customer initiates the Chargeback for the Services subscribed where such Chargeback to the best MELIUS knowledge is not justified,
- e. For the breach of any other Terms of MELIUS Terms of Use and other applicable policies,
- f. The customer violates the provision of Clause 18 of these Terms which provide for Site User Conduct,
- g. The customer violates any of the Intellectual Property Rights of MELIUS, its Affiliates or business partners,
- h. If the MELIUS finds out that the registered Customer is from the Restricted Countries as mentioned in Clause 5,
- i. Customer providing false, inaccurate or incomplete information; engagement to any conduct that would otherwise harm any of MELIUS' rights or interests in its website,



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products, services, or other property; or for any or no reason, can all be grounds for termination without prior notice.

**24. CONFIDENTIALITY AND NON-DISCLOSURE:** The Customer agrees to strictly abide by the MELiUS Customer Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the 'NDA') signed between the Parties at the time of entering into the agreement. The said NDA should form an integral part of agreement between the Parties. The said NDA is available as **Annexure A** at the end of these Terms of Use.

**25. FORCE MAJEURE:**

- a. Notwithstanding anything to the contrary contained in this MELiUS Terms of Use, MELiUS shall not be required to provide any Services, in whole or in part, to the extent the provision of such Services becomes impracticable as a result of a cause or causes outside the reasonable control of the MELiUS (including due to fire, flood, storm, earthquake or other acts of God, riot, war, terrorism, rebellion, or other acts of war or civil unrest, utility outages or interruptions, strike, lockout, any Law, demand or other requirement of any governmental entity, and all other causes outside of MELiUS' reasonable control), including unfeasible technological requirements, hacks or to the extent the performance of such Services would require the MELiUS to violate any applicable laws, rules or regulations or would result in the breach of any agreement with any third party.
- b. When affected by any such event, MELiUS shall
  - i. Promptly notify Customer of the occurrence of such an event and describe in reasonable detail the nature of the event, and
  - ii. Use commercially reasonable efforts to resume performance of its obligations under these Terms as soon as reasonably practical.

**26. NO WAIVER:** No failure or delay in exercising any right, power or privilege under these Terms will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under the same preclude any other or further exercise of it or any other right, power or privilege under the Terms or otherwise.

**27. CLASS ACTION WAIVER:** Where permitted under the applicable law, Customer and MELiUS agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both



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Customer and MELIUS agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

**28. MEDIA CONTACT:** The Customer shall not speak, write or interact in any form with print, electronic, social and/or radio platforms/media, without the prior written permission of MELIUS, making false claims or depicting MELIUS in bad light hampering the reputation, goodwill and the trust of MELIUS' other customers and partners in negative sense. If the Customer makes a public statement in any form, whether written or oral, for which the MELIUS did not provide prior written permission then that shall be termed as a breach of these Terms at the option of MELIUS.

**29. GOVERNING LAW OF THE TERMS AND CONDITIONS:** The governing law for these Terms shall be the laws of Dubai, United Arab Emirates.

**30. ARBITRATION AGREEMENT:** Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Terms of Use or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the Dubai International Arbitration Centre Arbitration Rules (hereinafter referred as 'the Rules'), by one arbitrator appointed by the Dubai International Arbitration Centre (hereinafter referred as 'DIAC').

- a. The arbitration proceeding shall be administered by DIAC.
- b. The Language of the arbitration proceeding, including any documentation submitted, shall be English.
- c. The Governing Law for the arbitration shall be UAE Federal Arbitration Law.
- d. The Seat of arbitration shall be Dubai, UAE.
- e. The Place of arbitration shall be Dubai, UAE.
- f. The arbitration award shall be final and binding on both Parties.
- g. Entire arbitration proceeding, including oral hearing, notices, written submissions, interim orders or awards, final award and evidence produced shall be completely confidential.

**31. JURISDICTION:** Any dispute that is not arbitrable as per the applicable laws shall be submitted for the adjudication by the courts of a jurisdiction where the Customer is the lawful resident.



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**32. ENTIRE AGREEMENT:** The MELIUS Terms of Use and below mentioned additional documents/policies constitute the entire understanding between the Parties with respect to the subject matter hereof and supersede all the prior agreements and understandings, oral or written, with respect to such matters, which the Parties acknowledge have been merged into such documents, exhibits, schedules and policies;

- a. MELIUS Customer Confidentiality and NDA. (Please refer to Annexure A of these MELIUS Terms of Use)
- b. MELIUS Refund Policy (Available at - <https://drive.google.com/open?id=1MgeF3UnJl6G7PkeLd46O9A9aSEh639m9>)
- c. MELIUS Cancellation Policy (Available at - <https://drive.google.com/open?id=1MgeF3UnJl6G7PkeLd46O9A9aSEh639m9>)
- d. MELIUS GDPR Privacy Policy (Available at - [https://drive.google.com/open?id=1ZG12rH\\_jdj8TcDmSuExE9iHnVtoAzkGA](https://drive.google.com/open?id=1ZG12rH_jdj8TcDmSuExE9iHnVtoAzkGA))
- e. MELIUS Privacy Policy (Available at - [https://drive.google.com/open?id=1Y1NIakCs7JM\\_NOZSOBM9pRc1nwK\\_R1eF](https://drive.google.com/open?id=1Y1NIakCs7JM_NOZSOBM9pRc1nwK_R1eF))

**33. NON-ASSIGNABILITY:** The agreement formed between the Parties by agreeing to these MELIUS Terms of Use and other policies as entered between the Parties is personal in nature. The Customer shall not, without the prior written consent to MELIUS, assign or transfer any right or obligation hereof to a Third Party.

**34. SEVERABILITY:** If any Clause or specific part of a Clause of these Terms or applicable policies is held to be illegal, invalid or unenforceable, that Clause or part of a Clause shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in the Terms, but that shall not affect the legality, validity or enforceability of any other Clause of the Terms.

**35. PREVAILING LANGUAGE:** These Terms might be agreed between the Parties in more than one language apart from English. In the event of any dispute, the English version shall be prevailing in all matters related to these Terms between the Parties.

**36. COUNTERPARTS:** These Terms may be executed in multiple counterparts, including electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. These Terms may be delivered by email, and email copies of executed signature pages shall be binding as originals.



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## Annexure A

### MELIUS CUSTOMER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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The MELIUS Marketing DMCC (hereinafter referred to as the '**MELIUS**') and the Customer has entered into this Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the '**NDA**').

MELIUS and Customer shall be individually referred to as Party and together as Parties.

**PURPOSE:** MELIUS will share certain Confidential Information with the Customer during the course of their engagement. This NDA is entered between the Parties in order to protect such Confidential Information disclosed either before or during such collaboration.

For the above Purpose, the Parties have agreed to below Terms;

#### TERMS:

1. **DEFINITION OF CONFIDENTIAL INFORMATION:** For the purposes of this NDA, the Confidential Information shall include but not limited to;
  - a. Potential business opportunity ("Opportunity"), disclosed both orally and in writing involving MELIUS or its Affiliates,
  - b. Information including but not limited to;
    - i. MELIUS projections, operations, trade methods etc.;
    - ii. any intellectual property including scientific, artistic (branding artwork) or technical information, invention, design, process, procedure, formula, improvement, technology or method; any concepts, reports, data, know-how, works-in-progress, development tools, specifications, computer software, flow charts, inventions, information, patents, trademark, copyright and trade secrets;
    - iii. technical information and data like SaaS products, documentation, correspondences, all rights to which are owned or controlled by MELIUS, technical documents, SEO and platform information, technical supplier data, solution elements.
    - iv. Live session videos or any information provided during the live sessions in any format and the information provided on the MELIUS Apps and other platforms



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to which the Customer has access by way of subscription or purchase of the Service.

- v. Or any other material, both oral and written, of the Disclosing Party or its Affiliates shall be deemed confidential, whether the materials are marked confidential or not.

All the above Confidential Information shall also be deemed as the 'Company Secrets' as far as allowed under the applicable laws.

2. **EXCLUSION OF INFORMATION AS CONFIDENTIAL INFORMATION:** Notwithstanding the foregoing provisions of Clause 1 of this NDA, Confidential Information shall exclude the information that;

- a. was in possession of the Customer before the receipt of the same from the MELIUS and was obtained from the source other than MELIUS and other than through the prior relationship between the Customer and MELIUS;
- b. is or becomes a matter of public knowledge through no fault of the Customer;
- c. is rightfully received by the Customer from a third party without a duty of confidentiality;
- d. is disclosed by MELIUS to a third party without a duty of confidentiality on such third party;
- e. is independently developed by the Customer;
- f. is publically disclosed by Customer with MELIUS' prior written approval.

3. **PERMITTED DISCLOSURE:** The Customer agrees to use the Confidential Information solely in connection with the current or contemplated business and commercial relationship between the Parties and not for any purpose other than as authorised by this NDA without the prior written consent of an authorised representative of the MELIUS. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Customer hereunder. Title to the Confidential Information will remain solely in the MELIUS. All use of Confidential Information by the Customer shall be for the benefit of the MELIUS and any modifications and improvements thereof by the Customer shall be the sole property of the MELIUS.

4. **COMPELLED DISCLOSURE:**



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- a. Notwithstanding anything in the foregoing to the contrary, the Customer may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Customer promptly notifies, to the extent practicable, the MELIUS in writing of such demand for disclosure so that the MELIUS, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Customer will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose.
  - b. The Customer agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the MELIUS concerning any such request for a protective order or other relief. Notwithstanding the foregoing, if the MELIUS is unable to obtain or does not seek a protective order and the Customer is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.
5. **CUSTOMER'S DUTY TO PROTECT AND SAFEGUARD CONFIDENTIAL INFORMATION:** The Customer agrees that, during the Term of this NDA, it shall hold in strict confidence using no less care than it takes to secure the confidentiality of its own confidential information and not disclose to any third party the Confidential Information of MELIUS without taking written approval from MELIUS. The Customer further agrees that it shall not use the Confidential Information for any purpose other than what is stated in this NDA or as authorised by MELIUS in writing or any other agreement duly signed between the Parties.

Furthermore, the Customer further agrees that it shall not misappropriate or use MELIUS's Confidential Information for its own benefit or for the benefit of others, except for the purposes expressly permitted in this NDA.
6. **CONSIDERATION FOR THIS NDA:** The Customer shall receive valuable competitive services from MELIUS or its Affiliates, which is in addition to valuable Confidential Information and company secrets shared by MELIUS or its Affiliates.
7. **Term of the NDA;** This NDA shall remain in effect till two-year (2) term (subject to a one year extension if the parties are still discussing and considering the transaction or business or



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commercial relationship at the end of the second year) post the termination of engagement or agreement between the Parties. Notwithstanding the foregoing, the Customer's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely as long as the information remain confidential.

8. **INTELLECTUAL PROPERTY OWNERSHIP:** Nothing in this NDA shall be deemed to grant to the Customer a license expressly or by implication under any patent, copyright or other intellectual property rights. The Customer hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Confidential Information are the exclusive property of MELIUS. The Customer will not apply for or obtain any intellectual property protection in respect of the Confidential Information. All intellectual property rights relating to any drawings, documents and work carried out by the Customer (whether past, present or future) using the Confidential Information will belong to and will vest in MELIUS. The Customer will do all such things and execute all documents necessary to enable MELIUS to obtain, defend or enforce its rights in such drawings, documents and work.
  
9. **RETURN OR DESTRUCTION OF THE CONFIDENTIAL INFORMATION:**
  - a. Customer shall immediately return and redeliver to MELIUS all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of;
    - i. the completion or termination of the dealings between the Parties contemplated hereunder;
    - ii. the termination of this NDA;
    - iii. at such time as the MELIUS may so request; provided however that the Customer may retain such of its documents as is necessary to enable it to comply with its reasonable document retention mandatory legal requirements.
  - b. Alternatively, the Customer, with the written consent of the MELIUS may (or in the case of Notes, at the Customer's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of



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computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Customer supervising the destruction).

10. **NON-ASSIGNABILITY:** The NDA formed between is personal in nature. The Customer shall not, without the prior written consent to MELIUS, assign or transfer any right or obligation hereof to a third party.
11. **REMEDIES:** Customer acknowledges that the Confidential Information to be disclosed hereunder is of a unique and valuable character and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. In the event there is a breach of this NDA then there shall be a presumption of irreparable harm as the damages to MELIUS that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the MELIUS shall be entitled to;
  - a. Injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
  - b. Compensation,
  - c. Damages,
  - d. Punitive damages,
  - e. MELIUS shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any relief.
  - f. Further, in the event of litigation or arbitration relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.
12. **NOTICE OF BREACH:** Customer shall notify MELIUS immediately upon discovery of, or suspicion of;
  - a. any unauthorized use or disclosure of Confidential Information by Customer or its Representatives; or
  - b. any actions by Customer or its Representatives inconsistent with their respective obligations under this NDA, Customer shall cooperate with any and all efforts of the MELIUS to help the MELIUS regain possession of Confidential Information and prevent its further unauthorized use.



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Any notice under this NDA shall be given to MELIUS at following email address;  
[legal@thinkmelius.com](mailto:legal@thinkmelius.com)

13. **NO WARRANTY:** Consumer acknowledges that MELIUS is not responsible for representation or warranty as to the accuracy or completeness of the Confidential Information is being made by MELIUS. Further, MELIUS is under no obligation under this NDA to disclose any Confidential Information it chooses not to disclose.
14. **WAIVER:** No failure or delay in exercising any right, power or privilege under this NDA will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under the same preclude any other or further exercise of it or any other right, power or privilege under the NDA or otherwise.
15. **SEVERABILITY:** If any Clause or specific part of a Clause of this NDA is held to be illegal, invalid or unenforceable, that Clause or part of a Clause shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in the NDA, but that shall not affect the legality, validity or enforceability of any other Clause of the NDA.
16. **AUTHORISATION TO USE CONFIDENTIAL INFORMATION:** Customer is only permitted to use the Confidential Information only for the purposes expressly agreed between the Parties and for no other purposes.



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