Last updated: February 2024

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Please read these Terms carefully before purchasing and using the point of sale and customer relationship management software ("**Software**") developed by Fortis by executing the Software License Agreement with Fortis that incorporates these Terms. If you have any questions relating to these Terms please contact support@fortis.world. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. Before making a purchase or using the Software, the Customer will be invited to read these Terms by clicking on the link "https://fortis.world/wp-content/themes/fortis/assets/files/terms-and-conditions.pdf", to print them, to save them and to accept them.

1. Information about us

Fortis Digital Solutions DMCC, a company incorporated and registered in the UAE, whose registered office is at Unit No: 4975, DMCC Business Centre, Level No 1, Jewellery & Gemplex 3, Po Box 452404, Dubai, United Arab Emirates. Our Company registration number is 859844. You may contact us at hello@fortis.world.

2. Purpose

Our objective is to provide simple and easy-to-use points of sale and customer relationship management software with a friendly interface to small retail and service companies within the UAE.

3. Your account

Before you can start using the Software, you need to create a Fortis account, register your merchant, add info about points of sale, workplaces and employees to the Fortis database, and add your goods and services to the catalogue. You must pass essential data about your company to your Fortis manager, along with your email and phone number. You will receive an email with a registration link to your back office. Follow the link to create a password. You must keep any password you create, secret, and prevent others from accessing your email account or mobile phone. You are advised not to use the same password as that used for other sites. We will not be liable in the event of loss, theft, or fraudulent use of your account. You undertake to inform us immediately of any unauthorised use of your password or identification or threat of attack on your account. If another person uses these methods to access your account, you will be responsible for paying for any Items they order, and we are

not responsible for any other losses you suffer unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so by contacting us using the contact details above. We may suspend your access to your account, or close it permanently if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing the Software or any of our employees and partners, or using the Software for illegal or fraudulent purposes. If we close your account permanently, we will refund any remaining account credit you have validly obtained. You should know that in case of termination or closure of the account, all your data will be lost, and you will not be able to reactivate your previous account.

4. Software downtime and escalation matrix

Fortis uses commercially reasonable efforts to provide the Software in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing the Software may occur due to a variety of factors, some of which are outside of Fortis' control, and some of which may require or result in scheduled maintenance or unscheduled downtime of the Software (collectively, "Downtime"). You understand and acknowledge that part or all of the Software may be unavailable during any such period of Downtime, and you acknowledge that Fortis is not liable or responsible to you for any inconvenience or losses to you as a result of Downtime.

The escalation matrix showcases the standard protocol for the customer to approach the customer support help desk.

Level	Contact	Turnaround time	Contact details
Level 1	To Customer Care Helpline support	a. Email support - Available from Monday through Sunday, 9 AM to 9 PM, Dubai time – Response within 24 hours b. Chat support - Available from Monday through Sunday, 9 AM to 9 PM, Dubai time – Response within 15 minutes	● support@fortis.world ● Dedicated chat support number (what's up): +971 52-480-5486
Level 2	Customer Care manager (Operations in-charge)	2nd level of escalation. Anticipated response time is within 2 days	● care@fortis.world
Level 3	Senior Management	3rd level of escalation. Anticipated response time is within 7 days	Internal communication process

5. Prices, payment and offers

In consideration of the rights and services granted and provided under the Agreement, Licensee shall pay Fortis the fees set forth in Schedule B of the Software License Agreement (the "**Fees**"). Except as otherwise specified in the Agreement, the Fees are based on subscriptions purchased and not actual usage of purchased subscriptions, and quantities purchased cannot be decreased during the Term except with the prior written consent of Fortis. Fortis reserves the right to increase any or all Fees of subsequent subscriptions, upon at least 30 days' prior notice to the Licensee. Fortis reserves the right to charge additional Fees for new features, modules or applications subject to prior notification of the Licensee.

All Fees will be invoiced and paid as per the Terms specified in the Software License Agreement.

If the Licensee fails to pay any amounts when due then, in addition to any other available rights and remedies, Fortis shall have the right to (a) assess a late payment charge on such overdue amounts equal to the lesser of (i) 5% per month or (ii) the highest rate allowed by applicable law and/or (b) upon five days prior written notice to Licensee, suspend providing the Software, Support Services and/or Professional Services to Licensee, without liability, in each case until such overdue amounts are paid in full. All Fees shall continue to accrue during the period of any suspension under this Agreement. If Fortis seeks legal recourse for the collection of any unpaid Fees from the Licensee (other than amounts being disputed), Fortis will be entitled to an award of attorneys' Fees and other costs incurred by Fortis in such matter.

All Fees and any other amounts payable pursuant to the agreement exclude all applicable sales, use, transaction privilege, customs, excise, tangible or intangible personal property, withholding, value-added and similar taxes and duties (collectively, "**Taxes**") imposed by any government entity, excluding taxes based on Fortis's net income. Licensee is solely responsible for the payment of all taxes and shall pay to Fortis or the applicable taxing authorities the amount of any Taxes, including without limitation any applicable interest or penalties in connection therewith, that Fortis or Licensee are or become obligated to pay based on the license of the Software and/or delivery of Support Services or Professional Services. If the Licensee is required to withhold or deduct any Taxes from any payment due hereunder, the Licensee will increase the sum payable to Fortis such that Fortis receives an amount equal to the sum it would have received had the Licensee made no withholding or deduction.

Fortis may make special offers available. These offers are at the discretion of Fortis. Unless the offer terms state a fixed or minimum period for which an offer will be available, it can be withdrawn at any time, unless you have already placed an order based on the offer, and we have sent the confirmation notice.

6. Term, termination & survival

Unless specified otherwise in these Terms clause 8 of the Software Licensing Agreement shall mutatis mutandis apply hereto.

7. Representation & warranties

Each party represents that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and (b) it has full corporate power and authority to execute and deliver this Agreement and to comply with its obligations hereunder.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE OR IN THE APPLICABLE SPECIFIC TERMS, SOFTWARE, DOCUMENTATION, SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND FORTIS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. FORTIS (FOR ITSELF AND ITS AFFILIATES, LICENSORS AND OTHER PROVIDERS) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, TERMS, INCLUDING ALL IMPLIED WARRANTIES, TERMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OWNERSHIP, QUIET ENJOYMENT, SECURITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FORTIS DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORT SERVICES WILL PERFORM CONTINUOUSLY OR WITHOUT INTERRUPTION, BE ERROR-FREE, MEET LICENSEE'S REQUIREMENTS, OR BE TIMELY OR SECURE, OR THAT DATA PROVIDED THROUGH THE SOFTWARE WILL BE ACCURATE, UP-TO-DATE, COMPLETE OR FREE OF HARMFUL COMPONENTS OR NOT LOST OR DAMAGED. THE LICENSEE SHALL NOT MAKE OR PASS ON ANY REPRESENTATION, WARRANTY, TERM OR CONDITION ON BEHALF OF FORTIS TO ANY THIRD PARTY.

As a condition of your use of the Software, you will not use the Software for any purpose that is unlawful or prohibited by these terms, conditions, and notices. you may not use the Software in any manner that could damage, disable, overburden, or impair any Fortis server, or the network(s) connected to any Fortis server, or interfere with any other party's use and enjoyment of any Software. You may not attempt to gain unauthorized access to any Software, other accounts, computer systems or networks connected to any Fortis server or to any of the services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Software. you may not attempt to copy change, alter or otherwise attempt to modify the Software or the agreement.

8. Data protection

We process your personal data in accordance with our Privacy Policy which can be found here https://fortis.world/.

9. Intellectual property rights

Notwithstanding anything to the contrary, as between the parties, Fortis retains and shall be the sole owner of all right, title and interest, including all intellectual property rights, in, to and under the following (the following being collectively referred to as "**Fortis Property**"): (a) Software, the documentation, the support services, the Professional Services and deliverables provided by or on behalf of Fortis (if any), usage metrics and similar data regarding your use of the Software, technology, content and materials provided or prepared by or on behalf of Fortis or used by Fortis in providing any of the foregoing, and all other confidential information; (b) any and all suggestions, ideas, enhancement requests, recommendations, modifications, improvements or other feedback provided by you or any of your employees, agents or contractors relating to any of the foregoing, all rights in which are hereby assigned to Fortis; and (c) all derivative works, customizations, enhancements, modifications, translations, extensions and improvements in or related to any of the foregoing; but in each case excluding your data. Except for the rights expressly granted herein, Fortis does not grant, license or transfer to you or any user or other third party any ownership or other rights to any Fortis property. No implied licenses are granted herein, and all rights not expressly granted to you herein are reserved to Fortis.

10. Indemnification

Notwithstanding anything to the contrary in the Terms and the Software Licensing Agreement, Fortis agrees to defend, or, at its option, settle, any third-party claim, suit or proceeding against Licensee to the extent based on a claim that the Software infringes or misappropriates any third-party patent or trademark under the laws of a country in which the Software is actually provided to you or any third party copyright or trade secret, in each case that relates to the use of the Software (a "**Third-Party IP Claim**"), and to pay the damages and reasonable and verifiable costs and expenses which are finally awarded against you by final judgment of a court of competent jurisdiction (or pursuant to settlements agreed to in writing by Fortis) directly attributable to such Third-Party IP Claim.

If the Software becomes, or in Fortis's opinion is likely to become, the subject of a claim of infringement or injunction, Fortis shall have the right, at its option and expense, to (a) procure the necessary rights to enable your continued use of the Software; (b) replace or modify the Software so that it is no longer claimed to infringe; or (c) terminate the Agreement.

Fortis shall have no liability to the extent that a Third-Party IP Claim arises out of or relates to: (i) use of the Software in a manner that does not comply with this agreement; (ii) use of the Software in combination with products, services, applications, content or data not provided by Fortis; (iii) modifications to the Software not made by Fortis; or (iv) use of any version other than a current release of the Software, if infringement would have been avoided by use of the current release.

Notwithstanding anything to the contrary in the Terms and the Software Licensing Agreement, you shall defend, or, at its option, settle, any third-party claim, suit or proceeding against Fortis to the extent arising out of or related to: your data; any of your products or services; or improper, negligent, reckless, fraudulent or illegal conduct of any user(s); and

shall pay the damages and reasonable and verifiable costs and expenses which are finally awarded against Fortis by final judgment of a court of competent jurisdiction (or pursuant to settlements agreed to in writing by Licensee) directly attributable to any such claim.

Each party's indemnification obligations are subject to the conditions that: (a) the indemnified party provides the indemnifying party with prompt written notice of the indemnifiable claim except to the extent the delay in the notification has no prejudicial effect on the indemnifying party's ability to defend or settle such claim; (b) the indemnifying party retains sole control of the defence and settlement of the indemnifiable claim; (c) the indemnified party does not prejudice the defence of the indemnifiable claim; and (d) the indemnified party provides the indemnifying party with such cooperation, assistance, documents, authority and information as the indemnifying party may reasonably require in relation to any indemnifiable claim and the defence and/or settlement thereof. The indemnified party shall have the right, at its own expense, to participate in such litigation or defence and to retain its own separate counsel and advise the indemnifying party on any proposed settlements, but only to the extent that such participation and advice do not unreasonably interfere with the indemnifying party's ability to perform its obligations. The indemnifying party shall not, without the indemnified party's prior written consent (not to be unreasonably withheld), settle, compromise or consent to the entry of any judgment in any indemnifiable claim unless such settlement, compromise or consent is solely monetary in nature and does not include a statement as to, or an admission of fault by or on behalf of, the indemnified party.

11. Limitation of liability

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT SHALL FORTIS (OR ITS AFFILIATES, LICENSORS OR OTHER PROVIDERS) BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR: (I) ANY DAMAGES FALLING WITHIN ANY OF THE FOLLOWING CATEGORIES: (A) LOST PROFITS; (B) LOST BUSINESS, REVENUES OR SAVINGS; (C) BUSINESS INTERRUPTION; (D) LOSS OF GOODWILL; (E) LOSS OF ANTICIPATED SAVINGS; OR (F) LOSS, CORRUPTION OR MODIFICATION OF DATA OR OTHER INFORMATION; OR (II) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER; IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY ORDER FORM), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAILURE OF AN EXCLUSIVE REMEDY.

(b)TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FORTIS AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL ORDER FORMS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED: (A) WITH RESPECT TO THE SOFTWARE, THE TOTAL AMOUNT OF THE SUBSCRIPTION FEES ACTUALLY PAID BY LICENSEE HEREUNDER FOR THE APPLICABLE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE; AND (B) WITH RESPECT TO PROFESSIONAL SERVICES, THE TOTAL AMOUNT OF THE PROFESSIONAL SERVICES FEES ACTUALLY PAID BY LICENSEE FOR SUCH

PROFESSIONAL SERVICES FOR THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FORTIS AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND FORTIS (FOR ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS, ANY DAMAGES OR LOSSES CAUSED BY OR RESULTING FROM THE CONDUCT, SOFTWARE, CONTENT, PRODUCTS, SERVICES OR INFORMATION OF ANY THIRD PARTY OR ANY FAILURE OF LICENSEE OR ANY USER TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

Nothing in the Terms and/or the Software Licensing Agreement shall limit or exclude either party's or its affiliates' liability for (a) death or personal injury caused by its or their negligence or the negligence of its or their employees, agents or subcontractors, (b) fraud or fraudulent misrepresentation or (c) any other liability to the extent that it cannot be limited or excluded by applicable law.

12. Other terms

Notices concerning a material breach or termination of this agreement must be in writing and delivered in person or sent by certified or registered mail or internationally recognized overnight delivery service which tracks receipt and shall be deemed given upon personal, confirmed or documented delivery, addressed to a party at its address set forth in the Software Licensing Agreement. All notices concerning a material breach shall specify the nature of the breach in reasonable detail. All notices must be in English. Notwithstanding anything to the contrary, other notices and communications under this Agreement may be given or made electronically including by email (if to Fortis, at support@fortis.world). Either party may, by written notice to the other, designate another address or person for receipt of notices.

The parties are independent contractors. The Terms does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Fortis shall be solely responsible for the conduct and supervision of its personnel in the performance of its obligations hereunder. Neither party shall have any right or authority to, and shall not, make any representations on behalf of the other or assume or create any obligation or responsibility, express or implied, on behalf of the other party or bind the other party in any way whatsoever.

Neither the Terms nor any rights or obligations under the Terms may be assigned or otherwise transferred by you, in whole or in part, by operation of law or otherwise, without the prior written consent of Fortis. For purposes of this paragraph, a direct or indirect change of control of the Licensee shall be deemed an assignment. Fortis may assign this agreement as a whole, to an affiliate of Fortis or in connection with a merger or reorganization or the sale of all or substantially all of its stock, business or assets. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Fortis reserve all rights in and to its trademarks, trade names, service marks and logos and no right to use, modify or reproduce such marks are granted. You agree not to take or

permit any action that may jeopardize Fortis' rights in and to the marks. Any and all uses of the marks, or applications for or registrations of such marks, shall inure to the benefit of Fortis.

Neither party may issue or make any press release, announcement or publication containing or otherwise use any of the other party's marks without the other party's prior written approval; provided that, during the term, Fortis may list licensee as a licensee of Fortis, along with Licensee's logo, on Fortis's website and in other Fortis marketing materials.

During the term and for one year thereafter, you will not (a) solicit, hire, employ or contract with, directly or indirectly, any employee(s) of the other party or (b) hire, employ or contract with, directly or indirectly, any former employee(s) of the other party for a period of 120 days following termination of such employee's employment. For purposes of this provision, the general advertisement of employment opportunities by a party in any public forum (including magazines, trade journals, publicly accessible internet services, classified advertisements or job fairs open to the public) shall not be considered "solicitation", and the hiring of an individual as a result of his or her response to such a general employment advertisement or in response to his or her unsolicited employment inquiry shall not constitute a breach of this agreement.

Except for payment obligations, neither party will be liable for, or be considered to be in breach of this agreement on account of, any delay or failure to perform as a result of any cause or condition beyond such party's reasonable control, including, for example, and without limitation, an act of god, act of government, flood, fire, earthquake, civil unrest, act of terror, epidemic, pandemic, internet failure or delay, or denial of service attack. The affected party shall use commercially reasonable efforts to avoid or remove such cause of non-performance or delay. If such cause or condition continues for a period of more than 30 days, then the other party may terminate this agreement for convenience upon 30 days written notice to the affected party.

Nothing in this agreement shall be construed as giving any right, remedy or claim hereunder to any person or entity that is not a party hereto, and any person or entity that is not a party hereto shall have no right to enforce any part of it.

(a) Except as otherwise expressly provided in these Terms, all remedies shall be cumulative and shall be in addition to every other remedy given in the Terms or existing at law or in equity, by statute or otherwise. (b) Notwithstanding anything to the contrary in these Terms, each party agrees that, in addition to any other available remedies, the other party shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions protecting its Confidential Information and the provisions of these Terms protecting and to otherwise protect, its intellectual property rights.

Any disputes, controversies or differences arising out of or in connection with these Terms, including the breach hereof, shall be governed by the substantive laws of the United Arab Emirates (UAE), without regard to the application of any conflicts of laws principles. The courts of Dubai in the UAE shall have the exclusive jurisdiction to settle any disputes which arise out of these Terms.

Each party acknowledges that in entering into the Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (including negligently or innocently made statements) by or on behalf of any person or entity (whether or not a party) that is not expressly set out in these Terms.

Fortis reserves the right to change these Terms and/or any other documents attached to or incorporated by reference in the Software Licensing Agreement. Fortis will notify the Licensee of any such changes by email. If the Licensee does not notify Fortis that it objects to such changes within 10 days of the date of such notice, then the Licensee shall be deemed to have accepted such changes, which shall then become binding on the Parties. Subject to the foregoing, the Software Licensing Agreement may not be amended or modified except by a mutually signed written amendment to the Software Licensing Agreement.

Any failure or delay to enforce or exercise any right or remedy shall not be deemed a waiver of such or any other right or remedy. Any waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach. All waivers must be in writing and signed by both Parties.

If any court of competent jurisdiction holds any provision of the Terms as null, void or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect and shall not be affected thereby.

Section headings in the Terms are used solely for convenient reference and shall not be deemed to define or limit the provisions of these Terms. The Parties drafted the Terms without any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Any terms appearing on any acknowledgement or confirmation or any online procurement or invoicing portal that are different from or in addition to the terms of this Agreement including any applicable form shall not be binding on the Parties, even if signed and returned.

These Terms may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one terms. The execution and delivery of any Software licensing agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp ("E-signature")), website submission, facsimile or original manual signature, regardless of the means or any variation in pagination or appearance, shall be valid and binding.