

TERMS OF USE

Maydaba

Version Date: 21_feb_2018

TERMS OF USE AGREEMENT

This Terms of Use Agreement (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“user” or “you”) and *Maydaba* and its affiliated companies (collectively, “ Maydaba Group” or “we” or “us” or “our”), concerning your access to and use of the www.maydaba.com website as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the “Website”). Maydaba is an online e-commerce web store selling: mosaic and ceramics collectibles, silk carpets, all Dead-Sea products, Jewelries and more (“Maydaba products”). Supplemental terms and conditions or documents that may be posted on the Website from time to time, are hereby expressly incorporated into this Agreement by reference.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

- We are not responsible if any information made available on this site is not accurate, complete or current.
- This website contains historical information; we do our best to guarantee that all information in our website is accurate but in case we find any wrong information, it is not our responsibility and we have the right to change any contents and/or information without notice.
- All products in our website except dead sea products are hand-made products, so products dimensions may vary +/- 3cm.
- We are third party between industries and clients.

PRODUCTS AND/OR SERVICES

- We have made every effort to display as accurately as possible the colours and images of our products that appear at the website. We cannot guarantee that your computer monitor’s display of any colour will be accurate and we cannot guarantee that images and colours of our products are 100% as same as the reality.
- We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you from vendors.

Maydaba makes no representation that the Website is appropriate or available in other locations other than where it is operated by Maydaba. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Maydaba to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) are not permitted to register for the Website or use the Maydaba Services.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT MAYDABA MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE MAYDABA SERVICES OR THE WEBSITE.

PURCHASES; PAYMENT

Maydaba bills you through an online billing account for purchases of products and/or services. You agree to pay Maydaba all charges at the prices then in effect for the services you or other persons using your billing account may purchase, and you authorize Maydaba to charge your chosen payment provider for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service. Maydaba reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by Maydaba. Maydaba may change prices at any time. All payments shall be in U.S. Dollars

USER REPRESENTATIONS

Regarding Your Registration

By using the Maydaba Services, you represent and warrant that:

- A. all registration information you submit is truthful and accurate;
- B. you will maintain the accuracy of such information;
- C. you will keep your password confidential and will be responsible for all use of your password and account;
- D. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use this Website; and
- E. your use of the Maydaba Services does not violate any applicable law or regulation.

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form and (b) maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Maydaba has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Maydaba has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

We reserve the right to remove or reclaim or change a user name you select if we determine appropriate in our discretion, such as when the user name is obscene or otherwise objectionable or when a trademark owner complains about a username that does not closely relate to a user's actual name.

CONTRIBUTION LICENSE

By posting Contributions to any part of the Website, or making them accessible to the Website by linking your account to any of your social network accounts, you automatically grant, and you represent and warrant that you have the right to grant, to Maydaba an unrestricted, unconditional, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part) and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, such Contributions, and to grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. Such use and distribution license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, Maydaba name, and franchise name, as applicable, and any of the trademarks, service marks, trade names and logos, personal and commercial images you provide. Maydaba does not assert any ownership over your Contributions; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.

Maydaba has the right, in our sole and absolute discretion, to (i) edit, redact or otherwise change any Contributions, (ii) re-categorize any Contributions to place them in more appropriate locations or (iii) pre-screen or delete any Contributions that are determined to be inappropriate or otherwise in violation of this Agreement.

By uploading your Contributions to the Website, you hereby authorize Maydaba to grant to each end user a personal, limited, non-transferable, perpetual, non-exclusive, royalty-free, fully-paid license to access, download, print and otherwise use your Contributions for their internal purposes and not for distribution, transfer, sale or commercial exploitation of any kind.

GUIDELINES FOR REVIEWS

Maydaba may accept, reject or remove reviews in its sole discretion. Maydaba has absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Those persons posting reviews should comply with the following criteria: (1) reviewers should have firsthand experience with the person/entity being reviewed; (2) reviews should not contain: offensive language, profanity, or abusive, racist, or hate language; discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation or disability; or references to illegal activity; (3) reviewers should not be affiliated with competitors if posting negative reviews; (4) reviewers should not make any conclusions as to the legality of conduct; and (5) reviewers may not post any false PROVINCEments or organize a campaign encouraging others to post reviews, whether positive

or negative. Reviews are not endorsed by Maydaba, and do not represent the views of Maydaba or of any affiliate or partner of Maydaba. Maydaba does not assume liability for any review or for any claims, liabilities or losses resulting from any review. By posting a review, the reviewer hereby grants to Maydaba a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable and sublicensable license to Maydaba to reproduce, modify, translate, transmit by any means, display, perform and/or distribute all content relating to reviews.

MOBILE APPLICATION LICENSE

Use License

If you are accessing the Maydaba Services via a mobile application, then Maydaba grants you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless handsets owned and controlled by you, and to access and use the application on such devices strictly in accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Maydaba or its affiliates, partners, suppliers or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (i) use any proprietary information or interfaces of Maydaba or other intellectual property of Maydaba in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

Terms Applicable to Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Maydaba Services. You acknowledge that this Agreement is concluded between you and Maydaba only, and not with Apple Inc. or Google, Inc. (each an "App Distributor"), and Maydaba, not an App Distributor, is solely responsible for the Maydaba application and the content thereof. (1) SCOPE OF LICENSE: The license granted to you for the Maydaba application is limited to a non-transferable license to use the Maydaba application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service. (2) MAINTENANCE AND SUPPORT: Maydaba is solely responsible for providing any maintenance

and support services with respect to the Maydaba application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Maydaba application. (3) WARRANTY: Maydaba is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Maydaba application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Maydaba application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Maydaba application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Maydaba's sole responsibility. (4) PRODUCT CLAIMS: You acknowledge that Maydaba, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Maydaba application or your possession and/or use of the Maydaba application, including, but not limited to: (i) product liability claims; (ii) any claim that the Maydaba application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. (5) INTELLECTUAL PROPERTY RIGHTS: You acknowledge that, in the event of any third party claim that the Maydaba application or your possession and use of the Maydaba application infringes a third party's intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. (6) LEGAL COMPLIANCE: You represent and warrant that (i) you are not located in a country that is subject to a Madaba, Jordan government embargo, or that has been designated by the Madaba, JORDAN government as a "terrorist supporting" country; and (ii) you are not listed on any Madaba, Jordan government list of prohibited or restricted parties. (7) THIRD PARTY TERMS OF AGREEMENT: You must comply with applicable third party terms of agreement when using the Maydaba application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Maydaba application. (8) THIRD PARTY BENEFICIARY: Maydaba and you acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

SOCIAL MEDIA

As part of the functionality of the Website, you may link your account with online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (i) providing your Third Party Account login information through the Website; or (ii) allowing Maydaba to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Maydaba and/or grant Maydaba access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Maydaba to pay any fees or making Maydaba subject to any usage limitations imposed by such third party service providers. By granting Maydaba access to any Third Party Accounts, you understand that (i) Maydaba may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "Social Network Content") so that it is available on and through

the Website via your account, including without limitation any friend lists, and (ii) Maydaba may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Website. Please note that if a Third Party Account or associated service becomes unavailable or Maydaba's access to such Third Party Account is terminated by the third party service provider, then Social Network Content may no longer be available on and through the Website. You will have the ability to disable the connection between your account on the Website and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. Maydaba makes no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Maydaba is not responsible for any Social Network Content. You acknowledge and agree that Maydaba may access your e-mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Website. At your request made via email to our email address listed below, or through your account settings (if applicable), Maydaba will deactivate the connection between the Website and your Third Party Account and delete any information stored on Maydaba's servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Maydaba Services ("Submissions") provided by you to Maydaba are non-confidential and Maydaba (as well as any designee of Maydaba) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

PROHIBITED ACTIVITIES

You may not access or use the Website for any other purpose other than that for which Maydaba makes it available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Maydaba.

INTELLECTUAL PROPERTY RIGHTS

The content on the Website ("Maydaba Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Maydaba, and are subject to copyright and other intellectual property rights under Madaba, Jordan and foreign laws and international conventions. Maydaba Content, includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All Maydaba graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Maydaba in the Madaba, Jordan and/or other countries. Maydaba's trademarks and trade dress may not be used, including

as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Maydaba.

Maydaba Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Maydaba Content and to download or print a copy of any portion of the Maydaba Content to which you have properly gained access solely for your personal, non-commercial use. Maydaba reserves all rights not expressly granted to you in and to the Website and Maydaba Content and Marks.

THIRD PARTY WEBSITES AND CONTENT

The Website contains (or you may be sent through the Website or the Maydaba Services) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Maydaba takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

SITE MANAGEMENT

Maydaba reserves the right but does not have the obligation to:

- A. monitor the Website for violations of this Agreement;
- B. take appropriate legal action against anyone who, in Maydaba's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities;
- C. in Maydaba's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Maydaba policy;

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- D. in Maydaba's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Maydaba's systems;
 - E. otherwise manage the Website in a manner designed to protect the rights and property of Maydaba and others and to facilitate the proper functioning of the Website.

PRIVACY POLICY

We care about the privacy of our users. Please review the Maydaba Privacy Policy. By using the Website or Maydaba Services, you are consenting to have your personal data transferred to and processed in Jordan. By using the Website or the Maydaba Services, you are consenting to the terms of our Privacy Policy.

TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, MAYDABA RESERVES THE RIGHT TO, IN MAYDABA'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE MAYDABA SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND MAYDABA MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE MAYDABA SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN MAYDABA'S SOLE DISCRETION.

In order to protect the integrity of the Website and Maydaba Services, Maydaba reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Maydaba Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN PROVINCE ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF MAYDABA'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A MAYDABA CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN PROVINCES WITH SUCH LAWS.

If Maydaba terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Maydaba reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS

To Agreement

Maydaba may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Maydaba Services after any such modification becomes effective. Maydaba may also, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will periodically check the Website for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting.

To Services

Maydaba reserves the right at any time to modify or discontinue, temporarily or permanently, the Maydaba Services (or any part thereof) with or without notice. You agree that Maydaba shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Maydaba Services.

DISPUTES

With Maydaba

- A. **Governing Law; Jurisdiction.** This Agreement and all aspects of the Website and Maydaba Services shall be governed by and construed in accordance with the internal laws of Madaba, Jordan without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the Madaba, Jordan and federal courts located in the Jordan and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenience with respect to, venue and jurisdiction in such Province and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Website or Maydaba Services be instituted more than two (2) years after the cause of action arose.
 - Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of Jordan.

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- B. **Informal Resolution.** To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Maydaba agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.
- D. **Restrictions.** You and Maydaba agree that any arbitration shall be limited to the Dispute between Maydaba and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- E. **Exceptions to Informal Negotiations and Arbitration.** You and Maydaba agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or Maydaba's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor Maydaba will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and Maydaba agree to submit to the personal jurisdiction of that court.

CORRECTIONS

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Maydaba reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

DISCLAIMERS

Maydaba cannot control the nature of all of the content available on the Website. By operating the Website, Maydaba does not represent or imply that Maydaba endorses any blogs, contributions or other content available on or linked to by the Website, including without limitation content hosted on third party websites or provided by third party applications, or that Maydaba believes contributions, blogs or other content to be accurate, useful or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Website or in connection with any contributions. The Maydaba is not responsible for the conduct, whether online or offline, of any user of the Website or Maydaba Services.

YOU AGREE THAT YOUR USE OF THE WEBSITE AND MAYDABA SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, MAYDABA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES,

EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND THE MAYDABA SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MAYDABA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR MAYDABA SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. MAYDABA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND MAYDABA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT SHALL MAYDABA OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR MAYDABA SERVICES, EVEN IF MAYDABA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MAYDABA'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO MAYDABA FOR THE MAYDABA SERVICES DURING THE PERIOD OF 30 DAYS PRIOR TO ANY CAUSE OF ACTION ARISING.

CERTAIN PROVINCE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

INDEMNITY

You agree to defend, indemnify and hold Maydaba, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of the Maydaba Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Maydaba reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Maydaba, and you agree to cooperate, at your expense, with Maydaba's defense of such claims. Maydaba will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

NOTICES

Except as explicitly stated otherwise, any notices given to Maydaba shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

USER DATA

Our Website will maintain certain data that you transfer to the Website for the purpose of the performance of the Maydaba Services, as well as data relating to your use of the Maydaba Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Maydaba Services. You agree that Maydaba shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Maydaba arising from any such loss or corruption of such data.

ELECTRONIC CONTRACTING

Your use of the Maydaba Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE MAYDABA SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Maydaba regarding the use of the Maydaba Services. The failure of Maydaba to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. Maydaba may assign any or all of its rights and obligations to others at any time. Maydaba shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Maydaba's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and Maydaba as a result of this Agreement or use of the Website and Maydaba Services. Upon Maydaba's request, you will furnish Maydaba any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Maydaba by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

CONTACT US

In order to resolve a complaint regarding the Maydaba Services or to receive further information regarding use of the Maydaba Services, please contact Maydaba as set forth below.

- P.O Box :136 Madaba 17110 Jordan
- Jordan, Madaba, Jabel Nebo
- +962 (05) 3241324
- info@maydaba.com