

SUBSCRIBER TERMS & CONDITIONS

1. ACCEPTANCE OF TERMS

1.1 Welcome to MY DEAL OMAN "VENDOR/STORE OWNER SERVICES" (the "SERVICE"). The following sets forth the terms and conditions of the Agreement between the Vendor/Store Owner/Subscriber ("SUBSCRIBER") and MY DEAL OMAN company under which MY DEAL OMAN offers the Subscriber access to the Service through the web sites identified by the uniform resource locator <http://www.mydealoman.com> and its Mobile application (the "Sites"). If you are in Muscat, you can contact us to send you a representative. If you are outside Muscat, you can email us on vendor@mydealoman.com and we will get in touch with you. As some or part of the Services (as defined in the MY DEAL OMAN Terms of Use, as defined below) may be supported and provided by our affiliates, MY DEAL OMAN may delegate some of the Services to its affiliates, particularly "Photography, videography or translation services", who you agree may invoice you for their part of the Services. Use of the Service indicates that you accept the terms and conditions set forth below. If you do not accept all of the terms and conditions, please do not use the Service. BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "I AGREE" BUTTON, YOU ARE INDICATING YOUR CONSENT TO BE BOUND BY THIS AGREEMENT, THE SITE'S TERMS OF USE, PRODUCT LISTING POLICY AND PRIVACY POLICY WHICH ARE INCORPORATED HEREIN BY REFERENCE (COLLECTIVELY REFERRED TO AS THE "TERMS OF USE"). The MY DEAL OMAN VENDOR SUBSCRIPTION AGREEMENT will not take effect unless and until you have activated your Account. Terms not defined in this Agreement shall bear the same meaning as that contained in the Terms of Use.

1.2 MY DEAL OMAN may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. Posting by MY DEAL OMAN of the amended and restated Agreement and your continued use of the Service shall be deemed to be acceptance of the amended terms.

2. THE SERVICE

2.1 The Service will be offered as a paid subscription for a specified time period unless terminated in accordance with the terms of this Agreement.

2.2 The Service will have the following core features (which may be added to or modified, or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of MY DEAL OMAN and notified to you)

a)	Company Profile - allows each Subscriber to display and edit basic information about its business, such as Name, location map of the establishment, contact details, and products and services offered, etc.
b)	Products & Services - allows each Subscriber to display and edit discount Coupons, their descriptions, specifications and images of products & services as per their subscription package.
c)	Allows unlimited posting of discounts/ marketing posts 24/7, 365 days a year with complete control over the length, duration and validity of your promotions.

2.3 MY DEAL OMAN may suspend or terminate all or part of the above services at any time in its sole discretion. MY DEAL OMAN reserves the right to review and change the charges for the Service or any feature or functionality of the Service at any time in its sole discretion.

2.4 Benefits, features and functions available to Subscriber may vary for different categories and businesses based on their base subscription and add-on services purchased. No warranty or representation is given that a particular feature or function or the same type and extent of features and functions will be available to all categories of businesses.

2.5 The availability of any add-on features and functions on the Site to any Subscriber may be conditional on verification of payment of fees for add-on services to our bank account.

2.6 MY DEAL OMAN shall issue a Member ID and Password (the latter shall be chosen by the Subscriber during registration) to each Subscriber to access the Service through such Subscriber's Account. Each Subscriber shall also be issued with a 4 digit store identification PIN used for coupon redemption. Each Subscriber shall be solely responsible for maintaining the confidentiality of its Member ID, Password and Store ID Pin and for all activities that occur under the Member ID, Password and store ID pin. A set of Member ID, Password and store ID pin is unique to a single Account and no Subscriber shall share, assign or permit the use of its Account, Member ID or Password to another person outside of the Subscriber's business entity. Each Subscriber acknowledges that sharing of its Account details with other persons, or allowing multiple users outside of its business entity to use its Account (collectively, "multiple use"), may cause irreparable harm to MY DEAL OMAN and Subscriber's Business, and each Subscriber shall indemnify MY DEAL OMAN against any loss or damages (including but not limited to loss of profits) suffered by MY DEAL OMAN as a result of such multiple use of an Account. Each Subscriber hereby undertakes to notify MY DEAL OMAN immediately of any unauthorized use of its Account, Member ID or Password or any other breach of security. Each Subscriber hereby agrees that MY DEAL OMAN shall not be liable for any loss or damages arising from the Subscriber's failure to comply with this paragraph.

2.7 MY DEAL OMAN reserves the right to change, upgrade, modify, limit or suspend the Service or any of its related functionalities or applications at any time temporarily or permanently without prior notice. MY DEAL OMAN further reserves the right to introduce new features, functionalities, applications or conditions to the Service or to future versions of the Service. All new features, functionalities, applications, conditions, modifications, upgrades and alterations shall be governed by this Agreement, unless otherwise stated by MY DEAL OMAN.

2.8 Each Subscriber acknowledges that inability to use the Service wholly or partially for whatever reason may have adverse effects on its business. Each Subscriber hereby agrees that in no event shall MY DEAL OMAN be liable to the Subscriber or any third parties for any inability to use the Service (whether due to disruption, changes to or termination of the Service or otherwise), any delays, inaccuracies, errors or omissions with respect to any communications or transmission or delivery of all or any part thereof, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Service.

2.9 MY DEAL OMAN reserves the right, without prior notice and at its sole discretion, to suspend, restrict or deny access to or use of your MY DEAL OMAN Username and services provided by MY DEAL OMAN Sites if you: (a) use the services provided by MY DEAL OMAN, to defraud any person or entity; (b) engage in any unlawful activities including without limitation those which would constitute the infringement of intellectual property rights, a civil liability or a criminal offence; (c) engage in any activities that would otherwise create any liability for MY DEAL OMAN.

3. SUBSCRIBER RESPONSIBILITIES

3.1 Each Subscriber hereby represents, warrants and agrees to (a) provide true, accurate, current and complete information about itself and its business references as may be required by MY DEAL OMAN and (b) maintain and promptly amend all information to keep it true, accurate, current and complete. Each Subscriber hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub-licensable (through multiple tiers) license to MY DEAL OMAN to display and use all information provided by such Subscriber in accordance with the purposes set forth in this Agreement and to exercise the copyright, publicity, and database rights you have in such material or information, in any media now known or not currently known.

3.2 Each Subscriber hereby represents, warrants and agrees that the use by such Subscriber of the Service and the Site shall not:

a)	contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
b)	be part of a scheme to defraud other Subscribers or other users of the Site or for any other unlawful purpose;
c)	infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity and privacy or other legitimate rights;
d)	impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
e)	violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
f)	contain information that is defamatory, libelous, unlawfully threatening or unlawfully harassing;
g)	contain information that is obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
h)	promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
i)	contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
j)	involve attempts to copy, reproduce, exploit or expropriate MY DEAL OMAN's various proprietary directories, databases and listings;
k)	involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information; and
l)	involve any scheme to undermine the integrity of the computer systems or networks used by MY DEAL OMAN and/or any user of the Service and no Subscriber shall attempt to gain unauthorized access to such computer systems or networks;
m)	link directly or indirectly to or include descriptions of goods or services or other materials that violate any law or regulation or are prohibited under this Agreement or the Terms of Use; or
n)	Otherwise create any liability for MY DEAL OMAN or its affiliates.

3.3 Each Subscriber represents, warrants and agrees that with regards to information about or posted on behalf of any business referee, it has obtained all necessary consents, approvals and waivers from its business partners and associates to (a) act as such Subscriber's business referee; (b) to post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about the Subscriber. Each Subscriber further warrants that all reference letters and comments are true and accurate and hereby waives all requirements for such Subscriber's consent to be obtained before third parties may contact the business referees.

3.4 Subscriber shall not take any action which may undermine the integrity of MY DEAL OMAN's feedback system, such as leaving positive feedback for himself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another Subscriber.

3.5 Each Subscriber acknowledges and agrees that MY DEAL OMAN shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or other material or information created, obtained or accessible through the Service. MY DEAL OMAN does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Subscriber. Each Subscriber is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

3.6 Each Subscriber represents, warrants and agrees that it has obtained all necessary third-party licenses and permissions and shall be solely responsible for ensuring that any material or information it posts on the Site or provides to MY DEAL OMAN or authorizes MY DEAL OMAN to display does not violate the copyright, patent, trademark, trade secrets or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights. Each Subscriber further represents, warrants and agrees that it has the right and authority to sell, distribute or offer to sell or distribute the products described in the material or information it posts on the Site or provides to MY DEAL OMAN or authorizes MY DEAL OMAN to display.

3.7 If any Subscriber breaches the representations, warranties and covenants of paragraphs 3.1, 3.2, 3.3, 3.4, 3.5 or 3.6 above, or if MY DEAL OMAN has reasonable grounds to believe that such Subscriber is in breach of such representations, warranties and covenants, or if upon complaint or claim from any other Subscriber or third party, MY DEAL OMAN has reasonable grounds to believe that such Subscriber has willfully or materially failed to perform its contract with such third party including without limitation where the Subscriber has failed to deliver any items claimed by such third party through discount coupons, or where the Subscriber has delivered the items that materially fail to meet the terms and descriptions outlined in its contract with such third party through the discount coupons, MY DEAL OMAN has the right to suspend or terminate the Service and Benefits with respect to such Subscriber without any compensation, and restrict or refuse any and all current or future use of the Service or any other services that may be provided by MY DEAL OMAN. Further, MY DEAL OMAN reserves the right in its sole discretion to place restrictions on the number of product listings that a Subscriber can post on the Site for such duration as MY DEAL OMAN may consider appropriate, and to remove any material it reasonably believes that is unlawful, could subject MY DEAL OMAN to liability, violates this Agreement or the Terms of Use or is otherwise found inappropriate in MY DEAL OMAN opinion. MY DEAL OMAN reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, MY DEAL OMAN may disclose the Subscriber's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action, and MY DEAL OMAN shall not be liable for damages or results thereof and Subscriber agrees not to bring any action or claim against MY DEAL OMAN for such disclosure. In connection with any of the foregoing, MY DEAL OMAN may suspend or terminate the Account of any Subscriber as MY DEAL OMAN deems appropriate in its sole discretion.

3.8 Each Subscriber agrees to indemnify MY DEAL OMAN, its employees, agents and representatives and to hold them harmless, from any and all losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from its submissions, posting of materials or deletion thereof, from such Subscriber's use of the Service or from such Subscriber's breach of this Agreement or the Terms of Use. Each Subscriber further agrees that MY DEAL OMAN is not responsible, and shall have no liability to it or anyone else for any material posted by such Subscriber or third parties, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Subscriber. MY DEAL OMAN reserves the right; at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Subscriber, in which event the Subscriber shall cooperate with MY DEAL OMAN in asserting any available defenses.

4. TRANSACTIONS BETWEEN SUBSCRIBER (VENDOR/STORE OWNER) AND CUSTOMER/ APP USER

4.1 Through the Sites, MY DEAL OMAN provides an electronic web-based marketing platform for exchanging information in the form of discount Coupons and promotional services online between buyers/customers and Subscribers (Vendors/Store Owners). MY DEAL OMAN reserves the right to limit certain features and functions of the platform to prescribed Subscribers. Despite the provision of the platform through the Site, MY DEAL OMAN does not represent the Subscriber (Vendor/ Store Owner) or the buyer/customer in specific transactions whether or not such transactions are made on or via the Site. MY DEAL OMAN does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for discount on the Site or the ability of the suppliers to complete a sale or the ability of buyers to complete a purchase.

4.2 Subscribers are hereby made aware that there may be risks of dealing with people acting under false pretenses. MY DEAL OMAN uses several techniques to verify the accuracy of the information our users provide us when they register on the Sites. However, because user verification on the Internet is difficult, MY DEAL OMAN cannot and does not confirm each Vendor's or customer's purported identity shown on the Sites and can only use reasonable efforts to verify the personal identity of the representative of a Vendor or customer in Sultanate of Oman opening a storefront on www.mydealoman.com according to the applicable laws. We encourage you to use the various tools available on the Site, as well as common sense, to evaluate with whom you are dealing.

4.3 Each Subscriber acknowledges that it is fully assuming the risks of purchase and sale transactions when using the Site to conduct transactions. Such risks shall include, but not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract and transportation accidents ("**Transaction Risks**"). Each Subscriber agrees that MY DEAL OMAN shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise as a result of or in connection with any Transaction Risks.

4.4 Subscribers are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

4.5 Subscriber agrees to provide all information and materials as may be reasonably required by MY DEAL OMAN in connection with its transactions made via the transactional platform on the Site. MY DEAL OMAN has the right to suspend or terminate any Subscriber's Account if the Subscriber fails to provide the required information and materials.

4.6 In the event that any Subscriber has a dispute with any party to a transaction, such Subscriber agrees to release and indemnify MY DEAL OMAN (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

5. LIMITATION OF LIABILITY

5.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MY DEAL OMAN HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, MY DEAL OMAN MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITE.

5.3 Any material downloaded or otherwise obtained through the use of the Service is done at each Subscriber's sole discretion and risk and each Subscriber is solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by any Subscriber from MY DEAL OMAN or through or from the Service shall create any warranty not expressly stated in this Agreement.

5.4 The Site may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall MY DEAL OMAN and its affiliates be held liable for any such services or products.

5.5 Under no circumstances shall MY DEAL OMAN be held liable for an delay or failure or disruption of the Service resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

5.6 MY DEAL OMAN shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort or otherwise or any other damages resulting from any of the following:

a)	the use or the inability to use the Service;
b)	any defect in goods, samples, data, information or services purchased or obtained from a Subscriber or a third-party service provider through the Site;
c)	unauthorized access by third parties to data or private information of any Subscriber;
d)	statements or conduct of any user of the Site; or
e)	any other matter relating to the Service however arising, including negligence.

5.7 Notwithstanding any of the foregoing provisions, the aggregate liability of MY DEAL OMAN, its employees, agents, affiliates, representatives or anyone acting on its behalf with respect to each Subscriber for all claims arising from the use of the Service or the Site shall be limited to OMR1. The preceding sentence shall not preclude the requirement by the Subscriber to prove actual damages. All claims arising from the use of the Service must be filed within either one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 MY DEAL OMAN is the sole owner or lawful licensee of all the rights to the Service. The Service embodies trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Service shall remain with MY DEAL OMAN or its affiliates. All rights not otherwise claimed under this Agreement or by MY DEAL OMAN are hereby reserved.

6.2 MY DEAL OMAN and related icons and logos are registered trademarks or trademarks or service marks of "Borlee Enterprises LLC" in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

7. GENERAL

7.1 This Agreement and the Terms of Use constitute the entire agreement between the Subscriber and MY DEAL OMAN with respect to and governs the use of the Service, superseding any prior written or oral agreements in relation to the same subject matter herein.

7.2 MY DEAL OMAN and the Subscriber are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

7.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

7.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

7.5 MY DEAL OMAN failure to enforce any right or failure to act with respect to any breach by a Subscriber under this Agreement will not waive that right nor waive MY DEAL OMAN right to act with respect with subsequent or similar breaches.

7.6 MY DEAL OMAN shall have the right to assign this Agreement (including all of its rights, titles, benefits, interests, and obligations and duties in this Agreement) to any person or entity (including any affiliates of MY DEAL OMAN). The Subscriber may not assign, in whole or part, this Agreement to any person or entity.

7.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE SULTANATE OF OMAN, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE OMANI COURTS.

7.8 If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail.

Subscriber:

Company Name:

CR No:

Authorized Signatory Name:

Designation:

Date:

Signature:

Stamp: