

Terms and Conditions Preview

TERMS OF USE

Last updated August 01, 2024

AGREEMENT TO OUR LEGAL TERMS

We are CPSHub ('Company', 'we', 'us', or 'our') registered under trade license number 4100 in United Arab Emirates. Our VAT number is 104285592200001.

We operate the website <http://www.CPSHub.com> (the 'Site' and 'APP'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

You can contact us by phone at +971 4 576 9272, email at info@CPSHub.com.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and CPSHub, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Right to Modify Without Notice: We reserve the right to change these terms and conditions without prior notice. Such changes will be effective immediately upon being posted on our website or otherwise communicated to you. It is your responsibility to review the terms and conditions regularly to stay informed of any updates.

By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms. If you disagree with such changes, you may terminate Services as per the section '[TERM AND TERMINATION](#)'.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using the Services 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 us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services 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.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the '[PROHIBITED ACTIVITIES](#)' section below, we grant you a non-exclusive, non-transferable, revocable license to:

- Access the Services; and
- Download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use or internal business purposes.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: info@cpshub.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Prohibited Activities

By using this website, you agree not to:

1. **Create a Database:** Create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from this website, except for your own personal records or where expressly permitted on the website.
2. **Transmit or Re-circulate Material:** Transmit or re-circulate any material obtained from this website to any third party, except where expressly permitted on this website.
3. **Remove Copyright or Trademark Notices:** Remove any copyright or trademark notices from any copies of material made in accordance with these terms.
4. **Disseminate Unsolicited Communications:** Disseminate any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
5. **Disseminate Harmful Material:** Disseminate any material that contains software viruses or any other computer code, files, or programs designed to interrupt, damage, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
6. **Infringe Third-Party Rights:** Use the website in any way that might infringe on third-party rights or bring CPSHub or any of its subsidiaries into disrepute.

User Access to the Website and Application

All CPSHub subscribers will have access to the CPSHub Application (the "App") linked to our website when available. CPSHub has the right to include the Website subscription along with the APP or charge individual fees for either. These users may be required to pay an additional fee to access the App as per the subscription plan, unless specified otherwise.

Your submissions and contributions

Please review this section and the 'PROHIBITED ACTIVITIES' section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission throughout the world. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. We may require you to confirm the rights granted in this paragraph and where requested to do so, you shall provide all reasonable assistance to us.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to

us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites.

When you post Contributions, you grant us a license (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our '[PROHIBITED ACTIVITIES](#)' and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution.
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

Information and Availability

While we make every effort to ensure the information on this website is accurate and complete, some content is provided by third parties, and we cannot verify its accuracy or completeness. Therefore, it is recommended that you confirm the accuracy of any information before relying on it. Additionally, due to the inherent nature of the Internet, errors, interruptions, and delays in the service may occur at any time. Consequently, this website is offered on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, and we do not accept any liability for inaccuracies, omissions, or interruptions in availability.

Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the 'COPYRIGHT INFRINGEMENTS' section below.

IP Addresses and Cookies

We may collect information about your computer, such as your IP address, operating system, and browser type, for system administration and to provide aggregated information to our advertisers. This data is statistical, reflecting our users' browsing actions and patterns, and does not identify any individual.

Additionally, we may collect information about your general internet usage through cookie files stored on your computer or other internet-enabled devices. Cookies contain information transferred to your device's hard drive and help us enhance our site and provide a more personalized service. They allow us to estimate audience size and usage patterns, store information about your preferences, and customize our site according to your interests. Cookies also enable us to recognize you upon your return to our site.

You can refuse to accept cookies by adjusting the settings on your browser. However, if you choose this option, you may be unable to access certain parts of our site. Unless you have configured your browser to refuse cookies, our system will issue cookies when you visit our site.

Please note that our advertisers may also use cookies, over which we have no control.

Linking to Our Website

We permit "hot links" to the Home Page of our website, but prohibit "deep linking," which means you may not link to any page other than the Home Page. Additionally, you may not display or frame the contents of our website, or any of its pages, within material not originating from us without our consent. To license our material, please contact us on info@CPSHub.com.

No Reliance

The information on this website does not necessarily represent the views and opinions of CPSHub or any of its brands. Additionally, any suggestions or advice provided on this website should not be considered a substitute for professional advice. You are responsible for verifying the accuracy of any facts and opinions presented on this website before making any decisions based on them.

Links to Other Websites

This website may provide automatic links to external websites. While we hope you find these websites of interest, you acknowledge that their owners operate independently from us, and we do not endorse or assume any responsibility for their content.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

In certain sections of this website, you may be required to register and provide personal information. By doing so, you agree to:

1. Provide true, accurate, current, and complete information about yourself as requested by the relevant registration form (referred to as "Registration Data"); and
2. Maintain and promptly update the Registration Data to ensure it remains true, accurate, current, and complete by sending an appropriately worded email to CPSHub.

Our use of your Registration Data and other information is governed by our Privacy Policy and Cookies Policy.

User Credentials

During the registration processes on this website, you will be provided with a unique username and/or password, granting access to your website account. You are responsible for maintaining the confidentiality of these credentials and are fully liable for all activities conducted through your website account. You agree to ensure that your username and/or

password details are utilized solely by yourself as the designated individual and are not accessed by any other party to enter your website account or utilize the CPSHub Services.

You agree to (a) promptly inform us if you become aware of any unauthorized use of your password or website account, or any other security breach, by sending an appropriately worded email to CPSHub, and (b) ensure that you log out of your website account at the conclusion of each session. We disclaim any liability for any loss or damage resulting from your failure to adhere to these stipulations.

Content Management

We shall not engage in the viewing, editing, or pre-screening of any contributions made by you or others to the forums or the website in general. Consequently, unless we are specifically informed of the nature of any content item, you should not assume that we are accountable for its availability on the website. We, and any designees we appoint, reserve the right (but are not obligated) at our sole discretion to reject or delete any content posted to or available on the forums or the website, without the requirement to provide reasons for such actions.

Content Objections

Should you wish to dispute the publication of any material on our online forums or elsewhere on this website, please inform us by contacting +9714 576 9272 or by sending a detailed email on info@CPSHub.com. We will then take the necessary action as we deem fit.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- PayPal
- Bank Transfer

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

6. SUBSCRIPTIONS

Billing and Renewal

Your subscription will continue and automatically renew unless cancelled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.

Free Trial

We offer a 30-day free trial to new users who register with the Services at our discretion. The account will be charged according to the user's chosen subscription at the end of the free trial if granted.

Cancellation

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at info@CPSHub.com.

Fee Changes

We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law.

Terms and Conditions for Subscriptions

Preamble

- A. Kindly review these Terms and Conditions before placing any order with CPSHub.
- B. These Terms and Conditions form an integral part of the Booking Form for the service or product (the "Booking Form"). The purchase or use of any service or product from CPSHub is subject to these Terms and Conditions. In case of any inconsistencies arising from translation, the meaning attributed under the English language shall prevail.
- C. These Terms and Conditions, together with the Booking Form, constitute the agreement pursuant to which we provide the Licensed Product (as defined in the Booking Form) to you ("Agreement"). The terms "You", "Your", or "Customer" refer to the individual or corporate entity that has placed an order (or on whose behalf an order is placed) and includes your legal successors and authorized assigns.

- D. Your submission of the Booking Form signifies an offer to purchase products and services from us, subject to these Terms and Conditions. We reserve the right to accept or reject your offer at our sole discretion. In cases where electronic Booking Forms are used, an email acknowledging receipt of your offer may be sent, but such communication shall not constitute acceptance of your offer by CPSHub. Acceptance of your offer will be confirmed through a separate email sent by us.

1. License Grant

CPSHub grants to Customer a non-exclusive, non-transferable, limited, and revocable license to access and use the Licensed Product(s) solely as specified in the Booking Form, subject to the Terms and Conditions. The Customer acknowledges that this Agreement does not confer any ownership rights, intellectual property rights, or any other interests in the Licensed Product(s). CPSHub reserves the right to suspend the license immediately in cases where a material breach of this Agreement by the Customer is suspected.

2. Authorized Users

2.1 The Booking Form specifies the number of individuals entitled to utilize the Product ("Authorized Users"). An Authorized User must be an employee of the entity identified as the Customer on the Booking Form.

2.2 Access to the Licensed Product(s) is restricted to Authorized User(s) and may not be shared with any other individuals, internally or externally, except as expressly permitted in this Agreement. The Customer agrees to adhere to all applicable laws, regulations, and sanctions governing access to and usage of the Licensed Product(s). CPSHub retains the right to monitor Customer's utilization of the Licensed Product(s) to ensure compliance with the aforementioned provisions.

2.3 Customer assumes sole responsibility for safeguarding any passwords and login details provided by CPSHub to Authorized User(s) for accessing the Licensed Product(s). Such login details are subject to cancellation or suspension by CPSHub at any time if it reasonably believes that the Customer has breached this Agreement.

3. Permitted Usage

The Customer agrees to utilize the Licensed Product in accordance with the terms outlined in this Agreement and in compliance with all applicable laws and regulations. The Customer shall refrain from engaging in activities that may interrupt, damage, or impair any aspect of the Licensed Product. Subject to clause 5, the license permits an Authorized User to utilize the Licensed Product solely for internal use and distribution as outlined below:

- (a) View, retrieve, and display the Content made available through the Licensed Product.
- (b) Electronically save Content to the extent necessary for its intended purpose, but not exceeding the term of the Agreement.
- (c) Distribute one-off selections of the Content in print format to employees, with proper source identification.
- (d) Distribute one-off selections of the Content in electronic format to other Authorized Users, subject to time limitations specified in clause 3(b).

4. Prohibited Usage

4.1 Unless otherwise permitted in this Agreement, the Customer shall refrain from:

- (a) Removing or altering usage conditions, copyright notices, or other identifiers as they appear on the website or in any print format.
- (b) Making copies, electronic or otherwise, of Content extracts for any purpose.
- (c) Providing Content to any person other than an Authorized User through electronic means.
- (d) Distributing or displaying Content on any electronic network or otherwise commercially exploiting the Content.
- (e) Modifying, reverse engineering, decompiling, creating derivative works from, or otherwise altering any part of the Content, or utilizing electronic assessment tools on the Content.
- (f) Retaining Content for usage beyond the term of this Agreement. Excess usage may incur additional fees as outlined in clause 11.

You are strictly prohibited from utilizing the Licensed Product in any manner that, in our reasonable judgment, may compete with CPSHub or any of our operational endeavors, or may pose a conflict of interest with CPSHub. Without prejudice to any other rights we may have, we reserve the right to terminate this Agreement promptly by providing written notice if we have reason to believe you are in breach of this restriction.

5. Billing and Settlement

We shall issue invoices, inclusive of applicable taxes such as VAT and/or any sales tax, for the fees owed to us under this Agreement (“Fees”). All payments under this Agreement shall be made without any deduction or withholding, unless required by law. Should any such withholding or deduction be necessitated by law, you shall ensure that CPSHub receives the full amount it would have received in the absence of such withholding or deduction. Fees shall be invoiced in advance for the relevant period, subject to automatic adjustments for each Renewal Period as set forth in Terms of Use, unless otherwise agreed upon in writing. Unless specified otherwise in the Booking Form, all invoices are due immediately upon receipt.

6. Disclaimers

While CPSHub strives to maintain the accuracy and currency of the Content, it is extensive and subject to frequent changes. Therefore, CPSHub does not guarantee the accuracy or completeness of the Content, nor its timeliness. Consequently,

- (i) CPSHub cannot warrant that the Content is up-to-date or entirely accurate; and
- (ii) The Customer acknowledges that CPSHub shall not be held liable for any adverse outcomes resulting from the use or reliance on the Content, whether by the Customer or any third party. The Customer further agrees that CPSHub shall not be responsible for any trading, investment, commercial, or other decisions made based on or influenced by the Content.

7. Indemnification

7.1 CPSHub undertakes to indemnify the Customer and protect it from any claims, damages, or liabilities arising from third-party assertions that the Customer's use of the

Licensed Product(s) in strict accordance with this Agreement violates intellectual property rights. CPSHub's indemnification liability is capped at the total Fees paid by the Customer under this Agreement.

7.2 The Customer agrees to indemnify CPSHub and safeguard it against any claims, damages, or liabilities stemming from third-party contentions related to the Customer's use of the Licensed Product(s) outside the confines of this Agreement's terms.

7.3 These indemnification obligations are contingent upon the prompt notification of an Indemnity Claim by one party to the other. The indemnified party must offer reasonable non-monetary assistance in defending the Indemnity Claim. The indemnifying party holds the right to assume control of the defense with its chosen counsel, subject to the approval of such counsel by the indemnified party. This indemnification does not apply to claims arising from the indemnifying party's gross negligence, willful misconduct, or breach of the Agreement.

8. Limitation of Liability:

8.1 This Agreement does not exempt or restrict either party's liability for (i) death or personal injury resulting from the other party's negligence; (ii) fraud or deliberate breach; or (iii) the indemnification obligations stated herein.

8.2 (i) Under no circumstances shall either party be held liable for any loss of data, profit, goodwill, anticipated savings, revenue, or business, or for any special, indirect, incidental, consequential, or punitive damages, whether arising from contract, tort, or any other legal theory, related to or arising out of this Agreement, the Licensed Product(s), and/or the Customer's use or inability to use the Licensed Product(s).

(ii) CPSHub's total aggregate liability arising from the performance or intended performance of this Agreement shall not exceed the total Fees paid for the Licensed Product during the 6 months immediately preceding the date of the claim.

9. Duration and Automatic Renewal:

9.1 Upon acceptance by CPSHub, this Agreement becomes effective from the subscription start date indicated on the Booking Form ("Start Date"). Unless earlier terminated in accordance with this Agreement, it shall remain in force for an initial term expiring on the "Subscription Term End Date" specified on the Booking Form. This period between the Start Date and Subscription Term End Date constitutes the "Initial Term". For instance, in a multi-year deal, the Initial Term End Date refers to the last day of the final year. After the Initial Term expires, the Agreement will automatically renew as detailed in clause 9.2 below.

9.2 Automatic Renewal: Upon the expiration of the Initial Term, this Agreement will automatically renew for successive 12-month periods starting from the day following the Initial Term End Date, with each period termed a "Renewal Period", unless terminated by either party giving at least 90 days' written notice before (i) the Initial Term End Date; or (ii) the expiry of any Renewal Period, as applicable.

9.3 Adjustment to Fees: Unless otherwise agreed in writing, the Fees shall be (i) automatically increased for each Renewal Period by an amount equal to five percent (5%)

of the Fees in the preceding period; or (ii) adjusted for each Renewal Period as notified by CPSHub in writing to the Customer before the Renewal Period.

10. Termination:

10.1 In the event of your breach or facilitation of a breach of the terms of the license granted under this Agreement, we reserve the right to terminate this Agreement immediately upon written notice to you. You acknowledge that such a breach could cause us irreparable harm, the extent of which may be challenging to quantify financially. Therefore, in addition to any other remedies available to us, you acknowledge our entitlement to seek injunctive relief concerning such breach. Upon termination or non-renewal of this Agreement, you must promptly cease using any login credentials provided for accessing the Licensed Product. Furthermore, you must delete all copies of the Licensed Product from all computer hardware and storage media and certify in writing to us within 7 days of termination or non-renewal that you have completed these actions. Any outstanding Fees shall be paid immediately upon termination.

10.2 Without prejudice to any other termination rights expressed in this Agreement, either party may terminate this Agreement with written notice to the other party upon the commencement of a voluntary case or proceeding seeking liquidation, reorganization, or similar relief concerning the other party's debts under any bankruptcy, insolvency, or similar law in effect in any jurisdiction, authorizing the reorganization or liquidation of the other party or its debts, or the appointment of a trustee, receiver, liquidator, administrator, custodian, or similar official.

10.3 Either party may terminate this Agreement with written notice to the other party if the other party fails to perform any material obligation herein and, in the case of a remediable breach, fails to remedy the breach within 14 days after receiving written notice of the breach.

10.4 The fees paid for the tenure is non refundable incase of termination of the services.

11. Data Protection:

13.1 We utilize any personal and transitional information (such as name, address, email, debit or credit card details) provided by you to supply services related to this Agreement.

13.2 For details on how we handle and utilize your personal information, please consult our privacy policy available at www.CPSHub.com

12. Excess Fee:

The Fees are based on reasonable usage for your immediate day-to-day business requirements during the Agreement's term. If, within the two months before termination or non-renewal (regardless of cause), you download Content exceeding either (a) twice the average monthly download volume over the prior six months, or (b) five percent (5%) of the total available Content on the Licensed Product, you shall pay an excess fee equivalent to the fee for an additional renewal term of 12 months.

13. Assignment:

You are prohibited from assigning any of your rights under this Agreement without our prior written consent. However, we reserve the right to assign any of our rights to any

subsidiary, affiliated company, third party, or as part of a merger, reorganization, or sale of our business.

7. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.

- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

8. USER GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

9. CONTRIBUTION LICENCE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, 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, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

10. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

11. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a 'Third-Party Account') by either:

(1) Providing your Third-Party Account login information through the Services; or
(2) Allowing us 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 and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we 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 Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information 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 Services. Please note that if a Third-Party Account or associated service becomes unavailable or our 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 Services. You will have the ability to disable the connection between your account on the Services 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. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

12. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site) 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 ('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 Services or any Third-Party Content posted on, available through, or installed from the Services, 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 Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services 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 these Legal Terms 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 Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

13. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

14. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

15. PRIVACY POLICY

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United Arab Emirates. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Arab Emirates, then through your continued use of the Services, you are transferring your data to the United Arab Emirates, and you expressly consent to have your data transferred to and processed in the United Arab Emirates.

16. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a 'Notification'). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

17. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend 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, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Severability If any provision of these Terms & Conditions of Use is determined to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

Refunds, Cancellations, Substitutions, Changes to the Event & Force Majeure

1. In the event of your cancellation, 100% of the Total Fee is payable and non-refundable. All cancellation requests must be submitted to us in writing. If we agree to your cancellation then all cancellation fees are payable immediately after the acceptance of your cancellation in writing by us.

2. Should individual guests be unable to attend, we would welcome a substitute guest attending (from the same Company) in their place at no extra charge. Please notify us by email with the name and job title of both the registered guest and the substitution guest.

3. In the event that a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement (the "Affected Party") for any reason beyond its reasonable control, including without limitation by acts of God, flood, drought, earthquake or other natural disaster, any declared epidemic or pandemic, or any other widespread communicable disease, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent, collapse of buildings, fire, explosion or accident ("Force Majeure Event"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 365 days, the other party not affected by the Force Majeure Event may terminate this agreement by giving written notice to the Affected Party at the end of that period, and such party shall be entitled to a full refund of the fees paid to the Affected Party under this agreement.

5. Your booking is personal to you and will only entitle you and your named guests to attend the event. You are expressly prohibited from selling, or in any other way transferring, your booking whether in whole or part and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel your booking without refund if you breach this clause.

Liability

1. At Any time, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by you or otherwise in relation to the event at which you have booked a table (or requested a booking of a table) shall be limited to the price paid by you in respect of the applicable booking.
2. We shall not be liable to you for (I) any loss of profit, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or; (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.
3. You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any negligent act or omission by you (including your delegates) during or otherwise in relation to your booking and/or your attendance at the event for which you have made a table booking.
4. Nothing in this these Terms and Conditions shall limit or exclude either party's liability for:
 - A. Death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors.
 - B. Fraud or fraudulent misrepresentation; or
 - C. Any other liability which cannot be limited or excluded by applicable law.

18. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will

be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

19. GOVERNING LAW

These Legal Terms shall be governed by and defined following the laws of the United Arab Emirates. CPSHub and yourself irrevocably consent that the courts of Dubai, United Arab Emirates shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

20. DISPUTE RESOLUTION

You agree to irrevocably submit all disputes related to these Legal Terms or the legal relationship established by these Legal Terms to the jurisdiction of the United Arab Emirates courts. CPSHub shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country where you reside or, if these Legal Terms are entered into in the course of your trade or profession, the state of your principal place of business.

21. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

22. DISCLAIMER

The services are provided on an as-is and as-available basis. You agree that your use of the services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the services' content or the content of any websites or mobile applications linked to the services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by any third party, and/or (6) 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 services. We do not warrant, endorse, guarantee, or assume

responsibility for any product or service advertised or offered by a third party through the services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any 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 judgement and exercise caution where appropriate.

23. LIMITATIONS OF LIABILITY

In no event will we or our 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 services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our 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 us during the six (6) month period prior to any cause of action arising. Certain us state laws and international 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.

24. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, 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: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We 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.

25. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any

such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

26. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

27. SMS TEXT MESSAGING

Opting Out

Message and Data Rates Please be aware that message and data rates may apply to any SMS messages sent or received. The rates are determined by your carrier and the specifics of your mobile plan.

Support If you have any questions or need assistance regarding our SMS communications, please email us at info@CPSHub.com or call at +9714 576 9272.

28. FORCE MAJEURE

We will not be held responsible for any delay or inability to fulfill our obligations under this Agreement if such performance is hindered by circumstances beyond our reasonable control. These circumstances include, but are not limited to, natural disasters like earthquakes, fires, floods, the spread of infectious diseases including declared pandemics or epidemics, labor disputes, riots, revolutions, terrorism, governmental or regulatory restrictions, computer equipment failures, and delays in data sources.

29. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you

and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms 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 us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

Modification of these Terms & Conditions CPShub reserves the right to modify these Terms & Conditions from time to time. Any such modifications shall become effective immediately upon the posting of the updated Terms & Conditions on the website. By continuing to use the website, you are deemed to accept any such modifications.

General Nothing in these Terms & Conditions shall limit or exclude any liability that CPShub may have to any party, which cannot be excluded by law. Specifically, notwithstanding any provision of these Terms & Conditions, CPShub's liability for death or personal injury resulting from negligence shall not be limited or excluded in any manner.

These Terms & Conditions shall be governed by the laws of Dubai, and the courts of Dubai, United Arab Emirates shall have exclusive jurisdiction.

30. ANTI-BRIBERY COMPLIANCE:

You agree to:

- (a) Abide by all UAE relevant laws, statutes, and regulations concerning anti-bribery and anti-corruption.
- (b) Adhere to any anti-bribery and anti-corruption policies communicated to you by us from time to time; and
- (c) Immediately inform us of any solicitation or request for undue financial or other benefits received by you or on your behalf in connection with the execution of this Agreement. Violation of this provision will be considered a material breach of this Agreement.

31. ADDITIONAL PROVISIONS:

31.1 This Agreement represents the entire agreement between the parties regarding the Licensed Product, superseding all prior oral or written agreements and understandings. In case of any inconsistency between these terms and conditions and the Booking Form, the Booking Form shall take precedence.

31.2 Amendments to this Agreement may occur: (i) with the written agreement of both parties at any time; or (ii) by CPShub, provided at least 14 days' written notice is given. If

you object to the proposed amendments within the notice period, the changes will not take effect unless and until the Agreement is automatically renewed for another term.

31.3 Failure to enforce any provision of this Agreement at any time does not constitute a waiver of such provision or affect either party's right to enforce it at a later time.

31.4 If any provision is deemed invalid or unenforceable by a competent tribunal, the remaining provisions will remain unaffected and interpreted as closely as possible to the original intent.

31.5 This Agreement does not confer any rights upon any third party.

31.6 UAE law governs this Agreement, and both parties agree that any disputes arising from or related to this Agreement will be under the jurisdiction of the Dubai courts.

32. SOLICITATION

Throughout the term of this Agreement and for a twelve (12) month period following its conclusion, regardless of the reason for termination, you are prohibited from directly or indirectly soliciting, inducing, recruiting, or encouraging any employees, workers, or contractors of CPSHub who were engaged in the sale, marketing, support, or production of the Licensed Product, to terminate their employment or engagement. Additionally, you shall refrain from attempting to solicit, induce, recruit, encourage, or entice away any employees, workers, or contractors of CPSHub during this period.

33. CONFIDENTIALITY

33.1 Each party shall treat in confidence all information obtained from the other pursuant to this Agreement that is confidential in nature and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Agreement.

33.2 Each party shall only disclose such confidential information: (i) to those of its employees who may reasonably need to know the same to the extent required for the proper performance of this Agreement; and/or (ii) to the extent that such confidential information is required to be disclosed by law.

34. NOTICES

34.1 Any notice given to a party under or in connection with this Agreement shall be in writing addressed to that party at the address recorded in the last Booking Form or as otherwise notified in writing from time to time and shall be delivered by registered mail, commercial courier or email. A notice shall be deemed to have been received if sent by registered mail on the second working day after the date of posting; if delivered by commercial courier on the date of delivery confirmed by the courier; or if sent by email such notice shall be deemed to be given immediately if sent before 4pm or if sent after 4pm on the next working day.

34.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

35. CUSTOMISED PACKAGES

35.1 In the event that you have booked a package of consultancy days as set out in the Booking Form, the following additional terms will apply in addition to the above (in the event of any conflict then the following terms will apply):

35.2 All consultancy orders shall be set out in a Schedule of Work (SOW) and agreed between the parties in advance.

35.3 The terms of the consultancy services to be provided will be specified in the SOW and will apply to the provision of all consultancy services provided.

35.4 All consultancy days purchased shall be used within the timeframe set out in the Booking Form or 12 months, whichever is the lesser.

36. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

CPShub.com
Dubai, United Arab Emirates
Phone: +9714 576 9272
info@CPShub.com

Following documents are linked together and should be read as a whole and single docket that outlines the legal framework that can be found on the website/platform/application:

1. Terms of Use
2. Privacy Policy
3. Cookie Policy
4. Disclaimer
5. Security Policy

Copyright and Intellectual Property:

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Intellectual Property:

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