

## **General Business Terms and Conditions for the Asura Enterprise Online Services of Al Nisr Group**

### **1 Scope of Agreement**

The parties hereby agree that the following general business terms and conditions of Al Nisr Group ("ANG") (the "**Terms and Conditions**") shall govern every Review (as defined below) by ANG of a customer's data files.

### **2 Provision of files for Review**

**2.1** Using the transmission options available at URL <http://addesk.gulfnews.com> (the "**ANG Asura Enterprise Website**") the customer shall transmit to ANG a file to be Reviewed (as defined at Clause 3.1 below) (the "**Data File**") and shall submit a return email address (the "**Customer's Email**").

**2.2** The customer shall ensure that the Data File is transmitted in the format set out in ANG's Advertising Material Specifications.

**2.3** Pursuant to the Clause 2.2, ANG shall then send to the Customer's Email:

**2.3.1** a message stating that the order has been accepted and the file is in the process of being Reviewed; or

**2.3.2** an error message stating that the Data File is not in compliance with the provisions of the Advertising Material Specifications.

### **3 Scope of Performance**

**3.1** Subject to Clause 2.3, the Data File shall be examined, evaluated and/or revised exclusively by Asura Enterprise Online Services ("**Asura Enterprise**") which may necessitate adjustment of Encapsulated Post Script (EPS), Portable Document Format (PDF), PostScript, and Tag Image File (TIF), files, and the examination and alteration of graphics and/or colours; any automatic error corrections shall be documented and any problems which require manual intervention shall be addressed (the "**Review**").

**3.2** ANG shall seek to conduct the Review as soon as practicable and shall send notification to the Customer's Email of the completion of the Review, with a link to the Reviewed Data File.

**3.3** Following successful uploading by the customer of the Reviewed Data File, ANG will delete the Reviewed Data File after retaining it for a period of seventy two (72) hours.

### **4 Customer's Obligations**

**4.1** The customer is solely responsible for all transactions, declarations and assertions transacted under its identification code and password.

**4.2** The customer is solely responsible for ensuring that it meets the technical requirements necessary to use the ANG Asura Enterprise Website.

**4.3** The customer is solely responsible for ensuring the orderly and regular back-up of Data Files, and any uploaded Reviewed Data Files. For the avoidance of doubt, the customer is responsible for retaining the original of the Data File and for making corresponding back-ups of this file. ANG herewith expressly draws the customer's attention to the fact that it does not make any back-up files or copies whatsoever.

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**4.4** The customer is solely responsible for ensuring that full details, including the correct Customer's Email Address and a file name are supplied to ANG with any Data File.

**5 Costs**

**5.1** Provision of the review is a free service and ANG shall not charge a customer for the Review.

**5.2** The customer agrees that all charges incurred by the customer in connection with the use of this service, to include, the cost of using Internet, Email or telecommunications, shall be borne by the customer.

**6 Content**

**6.1** The customer hereby represents, warrants and undertakes that the content of the Data Files does not:

- 6.1.1 infringe any intellectual property rights of any third parties;
- 6.1.2 contain any pornographic imagery or text;
- 6.1.3 contain anything of an extreme political, religious or ideological nature;
- 6.1.4 contain any personal data which, when collected, processed or used in any way whatsoever could constitute a violation of any data protection provisions;
- 6.1.5 any viruses, Trojan horses, computer worms or the like; or
- 6.1.6 violate any other applicable law or contain anything of an offensive or destructive nature.

**6.2** Without prejudice to any other provision of these Terms and Conditions, the customer shall indemnify and keep ANG indemnified from and against all expenses, losses, claims or other damages which may be made or brought against, or incurred or suffered by, ANG that arise as a result of or in connection with the content of the Data Files (a "**Claim**") or in connection with these Terms and Conditions. ANG shall notify the customer immediately in writing if any such Claim arises and the customer hereby agree and undertakes to be solely responsible for the defence of such Claim, and any associated costs.

**7 General**

**7.1** The law of the UAE and the Emirate of Dubai shall be exclusively applicable between the parties.

**7.2** If any provision, clause or sub-clause of these Terms and Conditions is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms and Conditions shall remain in full force and effect to the extent permitted by law.

**7.3** ANG is entitled to terminate this agreement with immediate effect without compensation to any customer with a Data File under Review at such time.

**7.4** These Terms and Conditions supersede all previous terms of business. ANG reserves the right to revise these Terms and Condition without prior notice.

**7.5** ANG shall have no liability for any delay or failure in performance of its obligations to the customer where this arises from matters outside its reasonable control.