



National Consulting Bureau Company (NCB)

NCBTRADE.com Terms & Conditions of Service

1. Account Terms

To access and use the Services, you must register for a NCBTRADE.COM account (“Account”) by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. NCBTRADE.COM may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.

You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.

You confirm that you are receiving any Services provided by NCBTRADE.COM for the purposes of carrying on a business activity and not for any personal, household or family purpose.

You acknowledge that NCBTRADE.COM will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you. You must monitor the primary Account email address you provide to NCBTRADE.COM and your primary Account email address must be capable of both sending and receiving messages. Your email communications with NCBTRADE.COM can only be authenticated if they come from your primary Account email address.

You are responsible for keeping your password secure. NCBTRADE.COM cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.

You acknowledge that you are responsible for the online content and periodic updates of your data on our e-portal and operation of your NCBTRADE.COM Membership account.

You are responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated in your Seller profile on the portal NCBTRADE.com inclusive of all the displayed, distributed, transmitted or exhibited online content on or in connection with your Account (“Materials”).

A breach or violation of any term in the Terms & Conditions of Service, as determined in the sole discretion of NCBTRADE.COM may result in an immediate termination of your Services.

National Consulting Bureau Co. (NCB) registered under PO.BOX 5092, Safat 13051, Kuwait and is the OWNER of the e-portal NCBTRADE.com.

2. Account Activation

2.1 NCBTRADE.com (OWNER) & Members (Buyers / Sellers / Customer)

Subject to above Membership Registration the person signing up for the Membership service and uploading all his/her company profile, photos or videos by opening an Account will be the contracting party (“SELLER”) for the purposes of our Terms of Service and will be the person who is authorized to use for e-portal services for the agreed Membership period only. Prior 30 days period of expiry of online membership subscription, NCBTRADE.com (OWNER) On subsequent any corresponding Account we may provide in connection with the Service. You are responsible for ensuring that the registered name of the Company / brand (including the legal name of the company) only should be used on our e-portal NCBTRADE.com and is clearly visible on the NCBTRADE.com website.

You allow the OWNER to upload or display ADVERTISEMENTS on same page where the contents of your co. profile are displayed, on our e-portal NCBTRADE.com.

2.2 Seller & Buyer Accounts

The online Sellers & Buyers on our e-portal who are registered Members are responsible and liable for the acts, omissions and defaults arising for their online content and in the performance of obligations under these Terms & Conditions of Service.

3. General Conditions

You must read, agree with and accept all of the terms and conditions contained in these Terms of Service, including the AUP, the Privacy Policy, and, if you operate a E.U. based NCBTRADE.com, the EU Terms, before you may become a NCBTRADE.COM User. Additionally, you acknowledge and agree to the Rules of Engagement for the Sale of COVID-19 related Products/Services, if you sell such online products.

Technical support in respect of the Services is only provided to NCBTRADE.COM Users.

The Terms & Conditions of Service shall be governed by and interpreted in accordance with the laws KUWAIT applicable therein, without regard to principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.

You acknowledge and agree that NCBTRADE.COM may amend these Terms & Conditions of Service at any time by posting the relevant amended and restated Terms of Service on NCBTRADE.COM’s website, and such amendments to the Terms & Conditions of Service are effective as of the date of posting. Your continued use of the Services after the amended Terms of Service are posted to NCBTRADE.COM’s website constitutes your agreement to, and acceptance of, the amended Terms & Conditions of Service. If you do not agree to any changes to the Terms & Conditions of Service, do not continue to use the Service.

You may not use the NCBTRADE.COM Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer’s jurisdiction, or the laws of KUWAIT. You will comply with all

applicable laws, rules and regulations in your use of the Service and your performance of obligations under the Terms of Service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by NCBTRADE.COM.

You shall not purchase search engine or other pay per click keywords (such as Google Ads), or domain names that use NCBTRADE.COM or NCBTRADE.COM trademarks and/or variations and misspellings thereof.

Questions about the Terms of Service should be sent to NCBTRADE.COM Support.

You understand that your Materials (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You acknowledge and agree that your use of the Services, including information transmitted to or NCBTRADE.com by NCBTRADE.COM is governed by its privacy policy at <https://www.NCBTRADE.com>

All the terms and provisions of the Terms of Service shall be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. NCBTRADE.COM shall be permitted to assign these Terms of Service without notice to you or consent from you. You shall have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without NCBTRADE.COM's prior written consent, to be given or withheld in NCBTRADE.COM's sole discretion.

If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.

4. NCBTRADE.COM Rights

We reserve the right to modify or terminate the Services for any reason, without notice at any time. Not all Services and features are available in every jurisdiction and we are under no obligation to make any Services or features available in any jurisdiction.

We reserve the right to refuse service to anyone for any reason at any time.

We may, but have no obligation to, remove Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered via a NCBTRADE.com, or the Materials uploaded or posted to a NCBTRADE.com, violate our Acceptable Use Policy ("AUP") or these Terms of Service.

Verbal or written abuse of any kind (including threats of abuse or retribution) of any NCBTRADE.COM customer, NCBTRADE.COM employee, member, or officer will result in immediate Account termination.

NCBTRADE.COM does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from the Service, including your NCBTRADE.com.

We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that NCBTRADE.COM employees and contractors may also be NCBTRADE.COM customers/merchants and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.

In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, your status as an employee of an entity, etc.

NCBTRADE.COM retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful NCBTRADE.com Owner. If we are unable to reasonably determine the rightful NCBTRADE.com Owner, without prejudice to our other rights and remedies, NCBTRADE.COM reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

WHICH MEANS

We can modify, cancel or refuse the service at anytime.

In the event of an ownership dispute over a NCBTRADE.COM account, we can freeze the account or transfer it to the rightful owner, as determined by us.

5. Confidentiality

“Confidential Information” shall include, but shall not be limited to, any and all information associated with a party’s business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. NCBTRADE.COM’s Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public including information related to our security program and practices.

Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this Section 6. Each party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each shall treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party shall give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information shall not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

6. Waiver, Severability, and Complete Agreement

The failure of NCBTRADE.COM to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service shall remain in full force and effect.

The Terms of Service, including the documents it incorporates by reference, constitute the entire agreement between you and NCBTRADE.COM and govern your use of the Services and your Account, superseding any prior agreements between you and NCBTRADE.COM (including, but not limited to, any prior versions of the Terms of Service).

7. Intellectual Property and Customer Content

We do not claim any intellectual property rights over the Materials you provide to the NCBTRADE.COM Service. All Materials you upload to your NCBTRADE.COM NCBTRADE.com remains yours. You can remove your NCBTRADE.COM NCBTRADE.com at any time by deleting your Account.

By uploading Materials, you agree: (a) to allow other internet users to view the Materials you post publicly to your NCBTRADE.com; (b) to allow NCBTRADE.COM to NCBTRADE.com, and in the case of Materials you post publicly, display and use your Materials; and (c) that NCBTRADE.COM can, at any

time, review and delete all the Materials submitted to its Service, although NCBTRADE.COM is not obligated to do so.

You retain ownership over all Materials that you upload to the NCBTRADE.com; however, by making your NCBTRADE.com public, you agree to allow others to view Materials that you post publicly to your NCBTRADE.com. You are responsible for compliance of the Materials with any applicable laws or regulations.

NCBTRADE.COM shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your company profile or contents on the NCBTRADE.com.

8. Payment of Membership Fees

You will pay the Membership Fees applicable to your subscription to Online Service and/or Online Banking Merchant account online Services (“Subscription Membership Fees”) and any other applicable fees, including but not limited to applicable fees relating to the value of sales made through your NCBTRADE.com when using all payment providers other than NCBTRADE.COM Payments (“Transaction Fees”), and any fees relating to your purchase or use of any products or services such as NCBTRADE.COM Payments, POS Equipment, shipping charges , or Third Party Services (“Additional Fees”). Together, the Subscription Fees, Transaction Fees and the Additional Fees are referred to as the “Fees”. The Membership Fees shall be charged on the basis of Monthly / Quaterly / Yearly subscription for NCBTRADE.com services.

You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. NCBTRADE.COM will charge applicable Fees to any valid payment method that you authorize (“Authorized Payment Method”), and NCBTRADE.COM will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in Kuwait Dinars, and all payments shall be in Kuwait Dinars (KWD) currency.

Subscription Fees are paid in advance and will be billed in Monthly, Quaterly or Yearly period intervals (each such date, a “Billing Date”). Transaction Fees and Additional Fees will be charged from time to time at NCBTRADE.COM’s discretion. Your current online Membership will expire on the agreed period and unless renewed prior 7 days of expiry. Fees will appear on an invoice, which will be sent to you directly by our Finance Division of NCB. via the email / Fax provided. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.

If we are not able to process online payment of Fees using an Authorized Payment Method, we will make a second attempt to process payment using any Authorized Payment Method 3 days later. If the second attempt is not successful, we will ask for payment by cash / cheque through our NCB invoice. Failing to make the payment within 3 days, we may suspend and revoke access to your Membership Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to access your Account or your NCBTRADE.com front during any period of suspension. If the outstanding Fees remain unpaid for 7 working days following the date of suspension, NCBTRADE.COM reserves the right to terminate your Account.

All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services (including Goods and Sales Tax under the Goods and Services Tax Act of Kuwait), harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes").

You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of NCBTRADE.COM's products and services. To the extent that NCBTRADE.COM charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to NCBTRADE.COM of your exemption. If you are not charged Taxes by NCBTRADE.COM, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.

For the avoidance of doubt, all sums payable by you to NCBTRADE.COM under these Terms of Service shall be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by NCBTRADE.COM to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law shall be borne by you and paid separately to the relevant taxation authority. NCBTRADE.COM shall be entitled to charge the full amount of Fees stipulated under these Terms of Service to your Authorized Payment Method ignoring any such deduction or withholding that may be required.

You are responsible for all applicable Taxes that arise from or as a result of any sale on your NCBTRADE.COM in Kuwait and your country.

You must maintain an accurate location in the administration menu of your NCBTRADE.COM NCBTRADE.com. If you change jurisdictions you must promptly update your location in the administration menu.

NCBTRADE.COM does not provide refunds.

9. Cancellation and Termination

You may cancel your Account and terminate the Terms of Service at any time by contacting NCBTRADE.COM Support and then following the specific instructions indicated to you in NCBTRADE.COM's response.

Upon termination of the Services by either party for any reason:

NCBTRADE.COM will cease providing you with the Services and you will no longer be able to access your Account;

unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;

any outstanding balance owed to NCBTRADE.COM for your use of the Services through the effective date of such termination will immediately become due and payable in full.

We reserve the right to modify or terminate the NCBTRADE.COM Service, the Terms of Service and/or your Account for any reason, without notice at any time (unless otherwise required by applicable law). Termination of the Terms of Service shall be without prejudice to any rights or obligations which arose prior to the date of termination.

Fraud: Without limiting any other remedies, NCBTRADE.COM may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services.

10. Third Party Services, Experts, and Experts Marketplace

NCBTRADE.COM may from time to time recommend, provide you with access to, or enable third party software, applications (“Apps”), products, services or website links (collectively, “Third Party Services”) for your consideration or use, including via the NCBTRADE.COM App NCBTRADE.com, or Experts Marketplace. Such Third Party Services are made available only as a convenience, and your purchase, access or use of any such Third Party Services is solely between you and the applicable third party services provider (“Third Party Provider”). In addition to these Terms of Service, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by, Third Party Providers.

Any use by you of Third Party Services offered through the Services, NCBTRADE.COM Experts, Experts Marketplace or NCBTRADE.COM’s website is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third Party Services before using them. In some instances, NCBTRADE.COM may receive a revenue share from Third Party Providers that NCBTRADE.COM recommends to you or that you otherwise engage through your use of the Services, NCBTRADE.COM Experts, Experts Marketplace or NCBTRADE.COM’s website.

We do not provide any warranties or make representations to you with respect to Third Party Services. You acknowledge that NCBTRADE.COM has no control over Third Party Services and shall not be responsible or liable to you or anyone else for such Third Party Services. The availability of Third Party Services on NCBTRADE.COM’s websites, including the NCBTRADE.COM or the integration or enabling of such Third Party Services with the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with NCBTRADE.COM.

NCBTRADE.COM does not guarantee the availability of Third Party Services and you acknowledge that NCBTRADE.COM may disable access to any Third Party Services at any time in its sole discretion and without notice to you. NCBTRADE.COM is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of, any Third Party Service. NCBTRADE.COM strongly recommends that you seek specialist advice before using or relying on Third Party Services, to ensure they will meet your needs. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice, when assessing the correct tax rates you should charge to your customers.

If you install or enable a Third Party Service for use with the Services, you grant us permission to allow the applicable Third Party Provider to access your data and other Materials and to take any other actions as required for the interoperation of the Third Party Service with the Services, and any exchange of data or other Materials or other interaction between you and the Third Party Provider is solely between you and such Third Party Provider. NCBTRADE.COM is not responsible for any disclosure, modification or deletion of your data or other Materials, or for any corresponding losses or damages you may suffer, as a result of access by a Third Party Service or a Third Party Provider to your data or other Materials. Google Maps is a Third Party Service that is used within the Services.

You acknowledge and agree that: (i) by submitting a request for assistance or other information through Experts Marketplace, you consent to being contacted by one or more Experts at the NCBTRADE.com Owner's registered email address (or such other email address provided by you) as well as the applicable user email address; and (ii) NCBTRADE.COM will receive all email communications exchanged via Experts Marketplace or in any reply emails (each a "Reply") that originate from Experts Marketplace (directly or indirectly) between yourself and Experts. You further agree that NCBTRADE.COM may share your contact details and the background information that you submit via the Experts Marketplace with Experts. Experts may require access to certain admin pages on your NCBTRADE.COM NCBTRADE.com. You choose the pages that the Experts can access.

The relationship between you and any Third Party Provider is strictly between you and such Third Party Provider, and NCBTRADE.COM is not obligated to intervene in any dispute arising between you and a Third Party Provider.

Under no circumstances shall NCBTRADE.COM be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever that result from any Third Party Services or your contractual relationship with any Third Party Provider, including any Expert. These limitations shall apply even if NCBTRADE.COM has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, NCBTRADE.COM partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, arising out of your use of a Third Party Service or your relationship with a Third Party Provider.