

NCBTRADE Terms & Conditions of Service for Buyers & Sellers

Welcome to NCBTRADE.com

The following terms of service (these "**Terms of Service**"), govern your access to and use of the NCBTRADE.com website and mobile application, including any content, functionality and services offered on or through www.NCBTRADE.com or the NCBTRADE.com mobile application (the "**Site**") by NCBTRADE.com registered under National Consulting Bureau Co. , PO BOX 5092, Safat 13051, Kuwait and its subsidiaries are collectively referred hereto as "**NCBTRADE.com**" "**we**" or "**us**" and "**you**" or "**user**" means you as an user of the Site.

Please read the Terms of Service carefully before you start to use the Site. **By using the Site, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms of Service, which is incorporated herein by reference.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Site. By using this Site, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Our Customer Support team is available 24/7 if you have any questions regarding the Site or Terms of Service. Contacting our Customer Support team can be performed by submitting a request.

The original language of these Terms of Service, as well as all other texts throughout the Site, is English. NCBTRADE.com makes available this translation for convenience only. In case of conflicts between the original English version and any translation, the English version shall prevail.

Key Terms

Buyers are users who purchase services on NCBTRADE.com.

Sellers are Suppliers who will upload their product /services online on NCBTRADE.com

Business Account is a collaborative Buyer account, created via NCBTRADE.com Business, as detailed on NCBTRADE.com Business Terms & Conditions of Service.

Business Account Team Member or Team Member is any user that is invited or uses a Business Account.

Custom Offers are exclusive proposals that a Seller can create in response to specific requirements of a Buyer.

Custom Orders are requests made by a Buyer to receive a Custom Offer from a Seller.

Orders are the formal agreements between a Buyer and Seller after a purchase was made from the Seller's contact in offline mode though NCBTRADE.com.

Overview (Main terms)

- Only registered users may buy and sell on NCBTRADE.com. Registration is for a monthly, quarterly or annual fee as per Business-Plan 1 or Plan 2. In registering for an account, you agree to provide us with accurate, complete and updated information and must not create an account for fraudulent or misleading purposes. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your account.
- Sellers must fulfill their orders, and may not cancel orders on a regular basis or without cause. Cancelling orders will affect Sellers' reputation and status.
- Users may not offer or accept payments using any method other than placing an order through NCBTRADE.com.com.
- NCBTRADE.com retains the right to use all published delivered works and Logo Designs for NCBTRADE.com marketing and promotion purposes.
- We care about your privacy. The Privacy Policy is a part of these Terms of Service and incorporated herein by reference.

SELLERS

Basics

- Sellers create co. Profile on the given space on NCBTRADE.com to allow Buyers to purchase their services.
- Sellers may also offer Custom Offers to Buyers.
- NCBTRADE.com accredits Sellers once an order is completed in offline mode.
- Sellers may not promote their Gigs or any NCBTRADE.com content via the Advertising package available on NCBTRADE.com
- For security concerns, NCBTRADE.com may temporarily disable a Seller's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by other users, or associating multiple NCBTRADE.com accounts to a single withdrawal provider.
- Sellers are responsible for obtaining a general liability insurance policy with coverage amounts that are sufficient to cover all risks associated with the performance of their services.

Seller Features

NCBTRADE.com Sellers have access to several exclusive features that help customize the way their services can be offered.

Custom Offer

- Sellers can also send Custom Offers addressing specific requirements of a Buyer.
- Custom Offers are defined by the Seller with the exact description of the service, the price and the time expected to deliver the service. All transactions, payments and delivery will be done offline through NCBTRADE.com
- Custom Offers are sent from the conversation page.
- Services provided through Custom Offers may not violate NCBTRADE.com Terms of Service and/or our Community Standards.

- Services offered through NCBTRADE.com must comply with our Terms of Service and our Community Standards.
- Users accessing and purchasing from a NCBTRADE.com offer that are not already members of NCBTRADE.com, will be required to register with NCBTRADE.com to create an Order.
- Sellers are required to deliver proof of completion of services in the Order Page. Please see our Orders section for further details.
- Communication for handling Orders should be performed on NCBTRADE.com, through the Order Page. Users who engage and communicate off of NCBTRADE.com will not be protected by our Terms of Service.
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Shipping Physical Deliverables

Some of the services on NCBTRADE.com are delivered physically and a purchase-order and shipping order to be generated accordingly.

- Sellers are responsible for all shipping arrangements once the Buyer provides the shipping address.
- NCBTRADE.com does not handle or guarantee shipping, tracking, quality, and condition of items or their delivery and shall not be responsible or liable for any damages or other problems resulting from shipping.
- A tracking number is a great way to avoid disputes related to shipping. We require entering the tracking number if available in the Order Page when delivering your work.

BUYERS

Basics

- You may not offer direct payments to Sellers using payment systems outside of the NCBTRADE.com platform.
- NCBTRADE.com retains the right to use all publicly published delivered works for NCBTRADE.com marketing and promotional purposes.
- Buyers may request a specific service from the Post a Request feature. Services requested on NCBTRADE.com must be an allowed service on NCBTRADE.com.

Purchasing

- Please refer to the **NCB offline Payment Terms** for making Payments through the NCBTRADE.com platform and to learn about fees and taxes.
- In addition, Buyers can request a Custom Order which addresses specific Buyer requirements, and receive a Custom Offer from Sellers through the site or through NCBTRADE.com Anywhere.
- You may not offer Sellers to pay, or make payment using any method other than through the NCBTRADE.com.com site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support.

ORDERS

Basics

- Once payment is confirmed, your order will be created and given a unique NCBTRADE.com order number (#FO).
- Sellers must deliver completed files and/or proof of work using the Delivery.

- We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Site, users can contact NCBTRADE.com Customer Support department for assistance . For more information about disputes, Order cancellations and refunds please refer to the **NCB Payment terms**.
- A milestone (on an Order with milestones) is marked as Complete after it is delivered by the Seller and then accepted by the Buyer. A milestone will be automatically marked as complete if no acceptance or request for modification were submitted within 8 days after marked as Delivered, however, in such case the Order will be stopped and all further milestones will not start. Once a milestone is delivered and accepted, Buyers may choose to either continue with the Order and pay for the next milestone, or to stop the Order. If Buyer does not pay for the next milestone within 10 days of acceptance of previous milestones, the Order under the next milestones will not start. Please note that if you choose to stop the future milestones, the current ordered milestone will not be cancelled.

Handling Orders

- When a Buyer orders, the Seller is notified by email as well as notifications on the site while logged into the account.
- Sellers are required to meet the delivery time they specified. Failing to do so will allow the Buyer to cancel the Order when an Order is marked as late and may harm the Seller's status.
- Sellers must send completed files and/or proof of work using the Deliver Completed Work button (located on the Order page) to mark the Order as Delivered.
- Users are responsible for scanning all transferred files for viruses and malware. NCBTRADE.com will not be held responsible for any damages which might occur due to site usage, use of content or files transferred.
- Buyers may use the "Request Revisions" feature located on the Order Page while an Order is marked as Delivered if the delivered materials do not match the Seller's description on their Gig page or they do not match the requirements sent to the Seller at the beginning of the order process.

Reviews

- Feedback reviews provided by Buyers while completing an Order are an essential part of NCBTRADE.com rating system. Reviews demonstrate the Buyer's overall experience with the Sellers and their service. Buyers are encouraged to communicate to the Seller any concerns experienced during their active order in regards to the service provided by the Seller.
- Leaving a Buyer's feedback is a basic prerogative of a Buyer. Feedback reviews will not be removed unless there are clear violations of our Terms of Service and/or our Community Standards.
- To prevent any misuse of our Feedback system, all feedback reviews must come from legitimate sales executed exclusively through the NCBTRADE.com platform from users within our Community. Purchases arranged, determined to artificially enhance Seller ratings, or to abuse the NCBTRADE.com platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.
- Feedback comments given by Buyers are publicly displayed on a Seller's Gig page.
- Work Samples are the delivered images and videos sent to a Buyer in a delivery message.
- Withholding the delivery of services, files, or information required to complete the Gig's service with the intent to gain favorable reviews or additional services is prohibited.

- Responding and posting a review: Once work is delivered, the Buyer has three days to respond. If no response is provided within the response period, the Order will be considered completed.
- Users are allowed to leave reviews on Orders up to 10 days after an Order is marked as complete. No new reviews may be added to an Order after 10 days.
- Sellers may not solicit the removal of feedback reviews from their Buyers through mutual cancellations.
- Once the Buyer submits his/her review, the Seller will receive a notification and will also have the opportunity to leave a review about working with the Buyer. Please Note: At this stage, Sellers cannot see the Buyer's review.
- Once both Seller and Buyer have completed their reviews, or the 10 days have passed, all posted reviews are made public.

Disputes and Cancellations

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Site, users can contact NCBTRADE.com Customer Support department for assistance. For more information about disputes, Order cancellations and refunds please refer to the **NCB offline Payment Terms**.

User Conduct and Protection

NCBTRADE.com enables people around the world to create, share, sell and purchase nearly any service they need at an unbeatable value. Services offered on NCBTRADE.com reflect the diversity of an expanding Gig economy.

NCBTRADE.com maintains a friendly, community spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of NCBTRADE.com. This section relates to the expected conduct users should adhere to while interacting with each other on NCBTRADE.com. To report a violation of our Terms of Service and/or our Community Standards, User Misconduct, or inquiries regarding your account, please contact our Customer Support team.

Basics

- To protect our users' privacy, user identities are kept anonymous. Requesting or providing Email addresses, Skype/Twitter/Instagram usernames, telephone numbers or any other personal contact details to communicate outside of NCBTRADE.com in order to circumvent or abuse the NCBTRADE.com messaging system or NCBTRADE.com platform is not permitted.
- Any necessary exchange of personal information required to continue a service may be exchanged within the Order Page.
- NCBTRADE.com does not provide any guarantee of the level of service offered to Buyers. You may use the dispute resolution tools provided to you in the Order Page.
- NCBTRADE.com does not provide protection for users who interact outside of the NCBTRADE.com platform.
- All information and file exchanges must be performed exclusively on NCBTRADE.com platform.
- Rude, abusive, improper language, or violent messages will not be tolerated and may result in an account warning or the suspension/removal of your account.

- NCBTRADE.com is open to everyone. You undertake not to discriminate against any other user based on gender, race, age, religious affiliation, sexual orientation or otherwise and you acknowledge that such discrimination may result in the suspension/removal of your account.
- Users may not submit proposals or solicit parties introduced through NCBTRADE.com to contract, engage with, or pay outside of NCBTRADE.com.

Orders

- Users with the intention to defame competing Sellers by ordering from competing services will have their reviews removed or further account status related actions determined by review by our Trust & Safety team.
- Users are to refrain from spamming or soliciting previous Buyers or Sellers to pursue removing/modifying reviews or cancelling orders that do not align on Order Cancellation or Feedback policies.

Reporting Violations

If you come across any content that may violate our Terms of Service and/or our Community Standards, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms of Service. All cases are reviewed by our Trust & Safety team. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

Violations

Users may receive a warning to their account for violations of our Terms of Service and/or our Community Standards or any user misconduct reported to our Trust and Safety team. A warning will be sent to the user's email address and will be displayed for such user on the Site. Warnings do not limit account activity, but can lead to your account losing Seller statuses or becoming permanently disabled based on the severity of the violation.

Non-Permitted Usage

Adult Services & Pornography - NCBTRADE.com does not allow any exchange of adult oriented or pornographic materials and services.

Inappropriate Behavior & Language - Communication on NCBTRADE.com should be friendly, constructive, and professional. NCBTRADE.com condemns bullying, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between individuals, a system to rate orders, and to engage on larger platforms such as our Community Forum and Social Media pages.

Phishing and Spam - Members' security is a top priority. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to orders.

Privacy & Identity - You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided in the Order Page. Sellers further confirm that whatever information they receive from the Buyer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Buyer. Any users who engage and communicate off of NCBTRADE.com will not be protected by our Terms of Service.

Authentic NCBTRADE.com Profile - You may not create a false identity on NCBTRADE.com, misrepresent your identity, create a NCBTRADE.com profile for anyone other than yourself (a real person), or use or attempt to use another user's account or information; Your profile information, including your description, skills, location, etc., while may be kept anonymous, must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. NCBTRADE.com reserves the right to require users to go through a verification process in order to use the Site (whether by using ID, phone, camera, etc.).

Intellectual Property Claims - NCBTRADE.com will respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party's terms of service. Our Intellectual Property claims procedures can be reviewed.

Fraud / Unlawful Use - You may not use NCBTRADE.com for any unlawful purposes or to conduct illegal activities.

Abuse and Spam

Multiple Accounts - To prevent fraud and abuse, users are limited to one active NCBTRADE.com account and one active NCBTRADE.com Business account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the NCBTRADE.com community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of NCBTRADE.com's Terms of Service and/or our Community Standards is a cause for permanent suspension of all accounts.

Targeted Abuse - We do not tolerate users who engage in targeted abuse or harassment towards other users on NCBTRADE.com. This includes creating new multiple accounts to harass members through our message or ordering system.

Selling Accounts - You may not buy or sell NCBTRADE.com accounts.

Proprietary Restrictions

The Site, including its general layout, look and feel, design, information, content and other materials available thereon, is exclusively owned by NCBTRADE.com and protected by copyright, trademark, and other intellectual property laws. NCBTRADE.com .Users have no right, and specifically agree not to do the following with respect to the Site or any part, component or extension of the Site (including its mobile applications): (i) copy, transfer, adapt, modify, distribute, transmit, display, create derivative works, publish or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) remove any copyright notice, identification or any other proprietary notices; (iv) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Site; (v) attempt to gain unauthorized access to, interfere with, damage or disrupt the Site or the computer systems or networks connected to the Site; (vi) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Site; (vii) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Site to monitor, extract, copy or collect information or data from or through the Site, or engage in any manual process to do the same, (viii) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems, (ix) use the Site in any manner

that could damage, disable, overburden or impair the Site, or interfere with any other users' enjoyment of the Site or (x) access or use the Site in any way not expressly permitted by these Terms of Service. Users also agree not to permit or authorize anyone else to do any of the foregoing.

Except for the limited right to use the Site according to these Terms of Service, NCBTRADE.com owns all right, title and interest in and to the Site (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We reserve all rights in connection with the Site and its content (other than UGC) including, without limitation, the exclusive right to create derivative works.

Feedback Rights

To the extent that you provide NCBTRADE.com with any comments, suggestions or other feedback regarding the NCBTRADE.com platform or the Site as a whole, as well as other NCBTRADE.com products or services (collective, the “**Feedback**”), you will be deemed to have granted NCBTRADE.com an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. NCBTRADE.com is under no obligation to implement any Feedback it may receive from users.

Confidentiality

Sellers should recognize that there might be a need for Buyers to disclose certain confidential information to be used by Sellers for the purpose of delivering the ordered work, and to protect such confidential information from unauthorized use and disclosure. Therefore, Sellers agree to treat any information received from Buyers as highly sensitive, top secret and classified material. Without derogating from the generality of the above, Sellers specifically agree to (i) maintain all such information in strict confidence; (ii) not disclose the information to any third parties; (iii) not use the information for any purpose except for delivering the ordered work; and (vi) not to copy or reproduce any of the information without the Buyer's permission.

General Terms

- NCBTRADE.com reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms of Service and/or our Community Standards or due to any illegal or inappropriate use of the Site or services.
- Violation of NCBTRADE.com Terms of Service and/or our Community Standards may get your account disabled permanently.
- Users with disabled accounts will not be able to sell or buy on NCBTRADE.com.
- Users who have violated our Terms of Service and/or our Community Standards and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.
- Users have the option to enable account Security features to protect their account from any unauthorized usage.
- Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.
- Disputes should be handled using NCBTRADE.com dispute resolution tools ('Resolution Center' on the order page) or by contacting NCBTRADE.com Customer Support.

- NCBTRADE.com may make changes to its Terms of Service from time to time. When these changes are made, NCBTRADE.com will make a new copy of the terms of service available on this page.
- You understand and agree that if you use NCBTRADE.com after the date on which the Terms of Service have changed, NCBTRADE.com will treat your use as acceptance of the updated Terms of Service.

User Generated Content

User Generated Content ("UGC") refers to the content added by users as opposed to content created by the Site. All content uploaded to NCBTRADE.com by our users (Buyers and Sellers) is User Generated Content. NCBTRADE.com does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations and the user uploading/creating such content shall be solely responsible for it and the consequences of using, disclosing, storing, or transmitting it. By uploading to, or creating content on, the NCBTRADE.com platform, you represent and warrant that you own or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to use and/or upload such content and that such content or the use thereof in the Site does not and shall not (a) infringe or violate any intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions; and/or (c) violate any of your or third party's policies and/or terms of service. We invite everyone to report violations together with proof of ownership as appropriate. Reported violating content may be removed or disabled.

Furthermore, NCBTRADE.com is not responsible for the content, quality or the level of service provided by the Sellers (even if they are Pro Sellers, Top Rated Sellers, offer Promoted Gigs or otherwise). We provide no warranty with respect to the Gigs, their delivery, any communications between Buyers and Sellers, and the Logo Designs created through the Logo Maker. We encourage users to take advantage of our rating system, our community and common sense in choosing appropriate services.

By offering a service, the Seller undertakes that he/she has sufficient permissions, rights and/or licenses to provide, sell or resell the service that is offered on NCBTRADE.com. Sellers advertising online their Gig or Logo Design created through the Logo Maker must comply with laws and terms of service of the advertising platform or relevant website used to advertise. Failing to do so may result in removal of the Gig or Logo Design from the Logo Maker, as applicable, and may lead to the suspension of Seller's account.

Disclaimer of Warranties

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER NCBTRADE.COM NOR ANY PERSON ASSOCIATED WITH NCBTRADE.COM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The official text is the English version of the Site. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise related to the accuracy of the information contained in the translated content, please refer to the English version of the content which is the official version.

Limitation on Liability

IN NO EVENT WILL NCBTRADE.COM, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.