

TERMS OF SALE

Agreement Structure

This Agreement includes General Terms, as applicable. The terms of Part 2 may replace or modify those of Part 1. In the event of a conflict between the terms of any or all of Part 1 and Part 2, the terms of Part 2 shall prevail over Part 1.

GENERAL TERMS

1. APPLICABILITY:

By purchasing any digital ENTERX product/service ("Product") offered by The ENTERX MARKETING FZ-LLC, its subsidiaries and affiliates (collectively, the "Company", "we" or "our") or carrying out any purchase/transaction through our websites or online applications that run on smartphones, tablets and other devices which provide dedicated non-browser-based interaction between you and our websites (all of which are collectively called our "Website"), you agree to these terms and conditions of sale (these "Terms of Sale").

We may, at our sole discretion, verify your identity prior to processing a purchase. We may also refuse to process or may cancel a purchase, as reasonably deemed necessary, to comply with applicable law or to respond to a case of misrepresentation, fraud or known or potential violations of the law or these Terms of Sale. Refunds for cancelled orders may be issued where appropriate in accordance with these terms and conditions of sale.

Subject to any applicable laws, a refund of the purchase price of a Product is only permitted if:

- A. The Product purchased is intact (that is, no offers/discounts have been redeemed) and a request for a refund is made to our Customer Service within 30 days of the date of purchase; or
- B. The Company cancels the order or terminates the membership at any time and for any reason. The refund amount is credited to the debit or credit card used to make the purchase, with any banking, foreign exchange or other related fees being borne by you.

Subject to any applicable laws, it is acknowledged and agreed that refunds are not permitted for a purchase made of an ENTERX-sold product/membership.

2. ORDERS:

When you attempt to purchase any Product or carry out any purchase/transaction on our Website by clicking the "Buy" or equivalent option, this constitutes an offer to buy the Product and/or complete the purchase/transaction. Your purchase is not complete until we email you to confirm the transaction. We reserve the right to reject your offer and not conclude a sale agreement with you.

3. MEMBERSHIP:

You will be granted access to the offers for the term as detailed in the specific Product you have purchased. Your membership commences from the date your payment transaction is confirmed by the Company.

4. PRICING:

- Products sold by the Company (including any Products) or by the Company on behalf of third parties may be subject to applicable taxes and other fees which will be added at checkout.
- The Company reserves the right to establish, remove and/or revise fees for any or all services or goods obtained through the use of the Website at any time in the Company's sole discretion. You will be notified of any applicable fees and taxes including but not limited to any service fee, delivery fee prior to purchase at checkout.
- The Company may at its discretion operate dynamic pricing, which means that prices of items and delivery may change whilst you are browsing the Website. Prices can also change at any time at the discretion of the participating merchants and/or the Company.
- If you purchase a membership/subscription and opt-in for auto-renewal, the debit/credit card on your profile will be automatically

charged at the end of each subscription period for the retail price of the membership/subscription being renewed on that date. To ensure no disruption in service you are required to always have a valid debit/credit card on your profile. To avoid future charges, you may cancel before the renewal date. Learn how to cancel a membership [here](#).

- Occasionally there may be an error or omission related to the pricing or description of advertised products. We will use reasonable efforts to correct any errors or omissions as soon as practicable after learning of them. We reserve the right to change, modify, substitute, suspend or remove without notice any information related to items for sale. If we made an error or omission and you have already purchased a product: (i) if the actual price of the product is less than the stated price at the time of purchase, we will charge you the lower price; or (ii) if the actual price of the product is higher than the stated price, we will contact you and allow you the option to pay the correct (higher) price or cancel your order and receive a refund.

5. PAYMENT:

You may only pay for products purchased on our Website using a valid credit or debit card or postpay service or any other payment method made available by the Company on our Website. It is acknowledged and agreed that any payment made by you using a post-pay service is an additional separate contractual arrangement between you and that service provider and subject to the terms and conditions of that provider.

6. TERMINATION:

The Company reserves the right to alter, suspend or discontinue any part (or the whole of) the Product, at any time and for any reason. These terms shall continue to apply to any modified version of the Product unless it is expressly stated otherwise.

7. WARRANTIES AND OTHER INFORMATION:

- Unless stated otherwise specified, all products are sold “as is.”

- While we work to ensure that the product information on the Website is correct, we cannot guarantee that product descriptions are accurate or complete. All information is provided for informational purposes only and we encourage you to read all information that accompanies the products before use.

8. LIMITATION ON LIABILITY:

IN NO EVENT WILL THE COMPANY, 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 PURCHASE OR USE, OR INABILITY TO USE, ANY PRODUCT, 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.

9. GOVERNING LAW AND JURISDICTION:

These Terms of Sale and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the United Arab Emirates, without giving effect to any choice or conflict of law provision or rule (whether of the United Arab Emirates or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Sale shall be instituted exclusively in the courts of the United Arab Emirates, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Sale in your jurisdiction of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

10. LIMITATION ON TIME TO FILE CLAIMS:

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SALE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

11. WAIVER AND SEVERABILITY:

No waiver by the Company of any term or condition set forth in these Terms of Sale shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Sale shall not constitute a waiver of such right or provision.

If any provision of these Terms of Sale is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Sale will continue in full force and effect.

12. ENTIRE AGREEMENT:

This Terms of Sale, our End User License Agreement, Terms of Use, Privacy Policy and Rules of Use constitute the sole and entire agreement between you and the Company with respect to your purchase of the Product and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such purchase.