

APPHUB MARKETPLACE TERMS OF USE

Before You accept the terms and conditions herein by clicking "I accept", You are advised to read this document carefully, and in case You do not agree to any terms or condition, please click "I do not accept".

Upon Your clicking "I accept" this document shall become a valid and binding Agreement (Agreement) between You (or the entity upon whose behalf you are acting) (Customer) and Vodafone Data having its registered office at Vodafone Building C3, Smart Village, 28 km Cairo-Alex desert road, Giza, Egypt. By clicking "I Accept" or by accessing the Services, You (i) represent that You are entitled to access the Services, and (ii) agree to be bound by the terms and conditions contained in this Agreement as of the date of acceptance (iii) You are competent to enter into this Agreement.

The Vodafone AppHub Marketplace at <https://vhub.vodafone.com.eg> (the Marketplace) is made available to you by Vodafone, a company incorporated and existing under the laws of Egypt whose address is Vodafone Building C3, Smart Village, 28 km Cairo-Alex desert road, Giza, Egypt (referred to in these Terms of Use as 'Vodafone', 'we', 'us' and 'our'). When we refer to 'you' and 'your', we mean the user or anyone who accesses the Marketplace.

Customer and Vodafone are individually referred to as "Party" and collectively referred to as "Parties".

NOW THEREFORE, BY VIRTUE OF YOUR HAVING CLICKED "I ACCEPT", IT IS AGREED AS UNDER:

1. Introduction:

This Vodafone Customer Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below). This Agreement takes effect when purchase/use any service from purchase date (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

These Terms of Use, the Vodafone Policies and all other terms and conditions and documents referred to herein govern your use of the Marketplace and are designed to protect you and us. Please take the time to read them carefully.

By accessing and continuing to use the Marketplace, you will be deemed to agree to these Terms of Use and shall be bound by them. If you do not agree to these Terms of Use, then you must stop using or accessing the Marketplace immediately.

Where you are acting as an appointed representative of a partnership, company or other business you confirm that you have the authority to enter into these Terms of Use on behalf of the business you represent and that your business agrees to be bound by these Terms of Use.

We reserve the right to verify such authority, for example by requesting a copy of the relevant power of attorney under which you are authorized to act.

Vodafone reserves the right to modify or amend these Terms of Use, the Marketplace or any item listed on the Marketplace from time to time Solely. You should check these Terms of Use periodically to ensure that you are aware of and are complying with the current version. Changes are binding on users of the Marketplace and will take effect immediately from posting of the revised documentation on the Marketplace.

2. What Is Apphub Marketplace?

2.1 Apphub Marketplace is a web-based portal that enables businesses to purchase and manage various cloud based software applications provided by third party vendors. It is accessible through Vodafone's public cloud portal <http://cloudportal.vodafone.com.eg> (the "Site").

2.2 The Marketplace allows you to subscribe to a variety of cloud-based applications from Vodafone Egypt and third-party suppliers. As a marketplace, we do not own or offer subscriptions to all of the products which are published on the Marketplace, and certain products may be made available by independent cloud service providers (each a Cloud Service Provider).

3. How To Use Apphub Marketplace?

3.1 In order to subscribe to Apphub Marketplace applications via the Apphub Marketplace Portal, you must have a personalized password secured account (Vodafone Cloud Account). You can set-up a Vodafone Cloud Account by following the process notified by Vodafone Enterprise Business from time to time or in accordance with the process referred to in the End Customer Agreement. You acknowledge that you will not be able to subscribe to any Apphub Marketplace applications until your Vodafone Cloud Account has been activated and complete and accurate billing details have been uploaded.

3.2 You must have registered Egyptian company to be eligible to register for Apphub Marketplace Portal access.

3.3 Your Vodafone Cloud Account will allow you to manage your subscriptions to Apphub Marketplace applications on Apphub Marketplace Portal and to access a personalised dashboard which allows you to monitor subscriptions to Apphub Marketplace applications and to perform other administrative functions.

3.4 The first time you use the Marketplace, you will be required to complete a registration form, set log-in details and select a secure password. We will ask you to provide a range of information during the registration process, including a valid email address. All information you provide should be accurate and correct at the time of registration. Under no circumstances should you establish a Vodafone Cloud Account using a false name or any other information you know to be false. If your registration is successful you will receive a confirmation email to

your registered email account. You will only be entitled to create one Vodafone Cloud Account per registered Vodafone phone number and email address.

3.5 To start using Apphub Marketplace portal, you need to visit the Apphub Marketplace Portal and create an account for your company.

3.6 You will need to nominate and keep current Single Point Of Contact (SPOC) for the Apphub Marketplace portal.

3.7 Your SPOC will be able to:

- I. register your Company through the Apphub Marketplace portal;
- II. amend the details of your Company, including billing details through the Apphub Marketplace portal;
- III. add, delete and assign roles to users, including appointing users as customer administrators through the Apphub Marketplace Portal or such other specific portal made available by the application provider for managing that application;
- IV. order/subscribe and unsubscribe to Apphub Marketplace applications and services through the Apphub Marketplace portal;
- V. assign and unassign Apphub Marketplace applications and services to users through the Apphub Marketplace Portal or, for Microsoft Online Services, through the Microsoft Online Services Administration Centre or Microsoft Online Portal;
- VI. Your submission of an order does not guarantee that we will supply the applications or services to you. The provision of some applications or services will be subject (amongst other things) to the particular terms of that application or service, your eligibility for that application or service, its availability to you and you meeting any credit requirements.
- VII. Your order must contain the ordering information specified in the online order form. The information contained in your order must be accurate and complete.
- VIII. Once you have submitted an order, we will send you an email confirming your order and providing a reference number for your order. You must retain a copy of the reference number and must quote the reference number to us if we ask you to do so.

3.8 You need to have an internet connection to access the Apphub Marketplace portal. Any communications that you send using Apphub Marketplace application will be carried over your internet service.

3.9 You acknowledge that the accessibility and functionality of the Apphub Marketplace Portal and the Apphub Marketplace applications may be affected by your internet connection, browser and computer system.

3.10 You may cancel your subscription at any time prior to activation. If you do this we may charge you any reasonable costs we incur in preparing to provide the applications or services to you.

3.11 You acknowledge that in some cases, service management and service configuration must be performed via the application provider's own management portal. As we do not have control over that portal, we will not be responsible for that portal or the interface between the Apphub Marketplace and the portal.

4. Your Responsibilities

4.1 Use of your Vodafone Cloud Account. You are responsible for all activities that occur in connection with your Vodafone Cloud Account or any Access Details provided in connection with your account, regardless of whether those activities are carried out by you, your employees or any third party. You should take steps to protect the confidentiality of your Access Details and you must notify us immediately if you become aware of any disclosure, loss, theft or unauthorized use of your Access Details.

4.2 Keeping your information up-to-date. It is your responsibility to ensure that the information we hold on record for you is up-to-date.

4.3 You are responsible for the use of the Apphub Marketplace Portal and any Apphub Marketplace application by you or your users.

4.4 You can only use the Apphub Marketplace Portal and any Apphub Marketplace application for your internal business purposes.

4.5 Backing-up your data. It is your responsibility to take appropriate steps to safeguard and back-up your data stored on the Marketplace. We shall have no obligation to back-up any data related to your use of the Apphub Marketplace, any Apphub Marketplace application or your Vodafone Cloud Account unless agreed expressly otherwise in the applicable Cloud Product terms and conditions.

4.6 Compliance with the law. You assume full responsibility for compliance with all Applicable Laws of the country from which you access the Marketplace, including in respect of the subscription and use of any Apphub Marketplace applications made available for subscription through the Marketplace and you will not use them or their contents for any unlawful purpose.

4.7 It is your responsibility to ensure that all usernames and passwords related to your account and/or required to access the Site are kept secure and confidential. You will immediately notify VODAFONE of any unauthorized use of your passwords or any other breach of security and VODAFONE will reset your password.

4.8 It is your responsibility approve the end user license agreement or similar terms and conditions (the “EULA”) of the respective business partners offering certain service on Vodafone’s Site. If you do not approve the EULA, you should refrain from using such services.

4.9 if you are a company or legal entity, empower only the legal representative or legally delegated person of your company to open the account in the name of your company. Failing to do so, we may cancel your account or suspend it until you regularize your situation.

4.10 End user services. If you subscribe to a Vodafone Cloud Product on behalf of a wider group of users, including any Affiliate you agree to comply with, and shall procure that those users and Affiliates comply with our Agreement including these Terms of Use. You acknowledge and agree that you shall be responsible for all acts and omissions of your Affiliates and users as thought they were your own.

4.11 You shall be responsible for identifying and authenticating all Authorised Users. You shall ensure that your Authorised Users are made aware of the obligations in connection with these Terms of Use through training and notification and shall take reasonable steps to ensure that no unauthorised person accesses the Apphub Marketplace Applications. You shall remain responsible for the acts and omissions of the Authorised Users under our Agreement as if they were your own as well as the acts and omissions of any individual who is not authorised to access Apphub Marketplace Applications but who is able to do so due to any failure of you or your employees, including any failure to terminate access in a timely manner.

4.12 You shall and shall procure that you and your Authorised Users shall:

- a. keep their Access Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them;
- b. not disclose, share, or permit their Access Details with any third party, without obtaining your prior consent; and
- c. comply with these Terms of Use.
- d. decompile or reverse engineer the Apphub Marketplace or take any other action to discover the source code or underlying ideas or algorithm of any components thereof;
- e. copy the Apphub Marketplace
- f. post, publish or create derivative works based on the Apphub Marketplace, or
- g. remove any copyright notice, trade or service marks, brand names and the like from the Apphub Marketplace, related documentation or packaging.

5. Unauthorized Use

5.1 In using the Apphub Marketplace Portal or any Apphub Marketplace applications, you agree that you shall not:

- a. sell, resell, license, sublicense or distribute them for the benefit of anyone other than you or those Authorised Users entitled to use those Apphub Marketplace applications in connection with your subscription; or
- b. use any “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Apphub Marketplace; or
- c. in any way reproduce or circumvent the navigational structure or presentation of the Apphub Marketplace Portal or any Apphub Marketplace applications to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Apphub Marketplace Portal or any Apphub Marketplace applications; or
- d. attempt to gain unauthorised access to any portion or feature of the the Apphub Marketplace portal, any the Apphub Marketplace applications or any other systems or networks connected to them, or to any of the services offered on or through the Apphub Marketplace, including by hacking, password “mining” or any other illegitimate means; or
- e. post, upload to, transmit, distribute, store, create or otherwise publish or make available through the Apphub Marketplace Portal or any Apphub Marketplace applications, any content that is unlawful, libellous, defamatory, offensive to any religious or moral groups, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or
- f. misuse the Apphub Marketplace Portal or any Apphub Marketplace applications, by knowingly introducing viruses, trojans, worms, logic bombs or other material which may be malicious or technologically harmful; or
- g. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the Apphub Marketplace Portal or any Apphub Marketplace applications; or
- h. attempt to attack Apphub Marketplace Portal or any Apphub Marketplace applications, via a denial-of-service attack or a distributed denial-of-service attack; or
- i. reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying

the infrastructure and processes associated with the Apphub Marketplace Portal or any Apphub Marketplace applications,

- j. attempt to undermine the security or integrity of VODAFONE computing systems, networks and data;
- k. use, or misuse, the Site or the Services in any way which may impair the functionality of the Site, or impair the ability of any other user to use the Site;
- l. attempt to gain unauthorized access to the computer systems on which the Site or the Services are hosted or to any materials other than those to which you have been given express permission to access;
- m. transmit or input into the Site or the Services any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);
- n. transmit any unsolicited commercial or bulk e-mail or engage in any activity known or considered to be "spamming" or "Mail Bombing";
- o. modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Site.

5.2 To the fullest extent permitted by the Applicable Laws, we exclude all liability for Content posted, stored or uploaded to the Apphub Marketplace portal, or to any Apphub Marketplace application, by you or any third party, or for any loss or damage suffered as a result. You acknowledge and agree that we have no obligation to screen, edit or monitor any of the Content posted to or distributed through Apphub Marketplace Portal or any Apphub Marketplace application. We may, in our absolute discretion, remove, screen or edit without notice any Content posted or stored on the Apphub Marketplace at any time (including in order to comply with a request from the competent authorities or pursuant to a court order), and you are solely responsible for creating back-up copies of any Content you post on the Apphub Marketplace Portal or in the Apphub Marketplace application, at your sole cost and expense unless the SLA expressly state expressly otherwise.

6. Independent Apphub Marketplace application

6.1 Vodafone reserves the right to modify or amend these Terms of Use, the Marketplace or any item listed on the Marketplace from time to time Solely. You should check these Terms of Use periodically to ensure that you are aware of and are complying with the current version. Changes are binding on users of the Marketplace and will take effect immediately from posting of the revised documentation on the Marketplace.

6.2 Where you subscribe to an Apphub Marketplace Application , you grant us the right to share your data with the relevant Apphub Marketplace Application Third Provider to allow

them to provide you with the Apphub Marketplace Application . We cannot be responsible for any use of your data made by a Apphub Marketplace Application Third Provider.

6.3 Vodafone will not be responsible for any disputes which arise between you and a Apphub Marketplace Application Third Provider. If you have a complaint about a Apphub Marketplace Application published on, or which you have subscribed to, via the Marketplace you should submit details of your complaint to us at bs.support@vodafone.com. Vodafone Cloud will raise a ticket and refer the complaint to the relevant Cloud Service Provider if necessary. Please note that Vodafone Cloud will be unable to resolve complaints that relate to Independent Cloud Products.

7. Trial Services

7.1 Apphub Marketplace Application may be offered subject to a trial service plan. Where offered, the trial service plan will be free of charge with the aim of allowing you to try the Apphub Marketplace Application before you take out a fully-paid subscription. The trial service plan may restrict your access to, or the functionality of, the Apphub Marketplace Application for the trial period.

7.2 The trial period shall last for the specified period. If you choose to subscribe to the full

7.3 Apphub Marketplace Application before the expiry of the trial period this will terminate the trial period.

7.4 Apphub Marketplace Application may be subject to additional or separate terms and conditions during the trial period.

7.5 You acknowledge that any data you submit or customization you carry out to an Apphub Marketplace Application during any trial period may be lost unless you purchase a full subscription to that Apphub Marketplace Application prior to the expiry of the trial period or you expressly request a copy of the data that is held for you prior to termination of the trial period. You acknowledge and agree that a fee may be payable for making available a copy of your data or for transferring your data to another cloud service provider.

8. Pricing and payment terms

8.1 You can choose a pricing plan for Apphub Marketplace applications, based on Apphub Marketplace application and number of users under your subscription. These plans are detailed on <https://vhub.vodafone.com.eg/>

8.2 Apphub Marketplace applications you purchase from us are billed to your Vodafone Bill.

8.3 We will charge you all fees and charges based on the frequency (e.g. monthly, annually or biennially) you selected during the purchase process;

8.4 All of Apphub Marketplace applications on your Apphub Marketplace account will be billed to your Bill from the start of the next billing cycle;

8.5 If after 14 days from the payment due date we have still not received payment from you, we may suspend access to your applications. If, following notice from us that we have suspended your applications, you still do not pay any outstanding amounts, we may cancel your Apphub Marketplace Portal access and Apphub Marketplace applications.

8.6 We do not charge you for access to Apphub Marketplace portal.

8.7 Prices Charges are subject to Sales Tax and applicable governmental fees when applicable.

8.8 You will be charged for your Apphub Marketplace applications as those charges appear at the time of your purchase (these charges will appear in the shopping cart). We may change the charges for Apphub Marketplace applications from time to time. To avoid doubt, if you order additional licences for an Apphub Marketplace application, the charges for the additional licences may not be the same as the existing licences that you have purchased from us.

8.9 You are responsible for ensuring that the payment method you specify when you subscribe to a Apphub Marketplace application remains current. Where payment has not been received when due for any Apphub Marketplace application you subscribe to, you acknowledge that your subscription may be suspended. In the event that your selected payment method is cancelled or deactivated you should contact us as soon as practicable to arrange for an alternative method of payment to ensure continuity of service. We reserve the right to recover any amounts due by you by alternative means. In addition to any other rights we may have under our Agreement, where a payment is past due, we reserve the right to terminate your Vodafone Cloud Account, regardless of the amount that is due.

8.10 Each of the Services will renew automatically. If you select monthly billing, each of your Services will automatically renew on the one month anniversary date of the start or last renewal date of that Service.

8.11 You understand and agree that no refunds or reimbursement, in full or in part, will be paid to you at any time, in case you desire to cancel or discontinue using the Services.

8.12 Unless expressly agreed otherwise with you in writing, the price of all Apphub Marketplace application shall be the price applicable at the date of subscription as may be amended from time to time. All prices listed on the Marketplace for Apphub Matketplace Applications are, to the best of our knowledge, accurate at the time of publishing. However, the Marketplace may contain inadvertent inaccuracies or typographical errors. These will be corrected at our discretion, as they are identified to us including by our Cloud Service Providers. All prices listed on the Marketplace are subject to change at any time without notice.

8.13 When you can cancel your Apphub Marketplace application. You can cancel Apphub Marketplace application subscriptions through the Apphub Marketplace Portal. If you cancel an Apphub Marketplace application part way through a billing cycle, we will continue charging you until the end of the billing cycle.

8.14 If you cancel Apphub Marketplace application (or reduce the number of licenses) before expiry of any minimum term an early termination charge may apply, as set out in the terms for the relevant Apphub Marketplace application.

9. Invoicing

9.1 All invoices issued by Apphub Marketplace Portal in connection with your use of the Marketplace may be issued through Vodafone Cloud's normal invoicing channels. All charges invoiced to you shall be inclusive of Taxes, unless expressly stated otherwise. You are responsible for payment of all Taxes that may apply to your use of the Apphub Marketplace applications. We reserve the right to charge such Taxes in addition to the fees applicable to the Apphub Marketplace applications you subscribe to.

9.2 You acknowledge that due to a time delay between your subscription to or use of a Apphub Marketplace application and the date of invoicing, there may not be an exact correlation between the information displayed on your dashboard and the information displayed on your Vodafone Cloud invoice at any given point in time. Furthermore, you acknowledge that due to differences in billing process the fees which are due and payable by you in connection with your use of Apphub Marketplace application may be billed well after the date on which the fees were incurred by you. Any delay in invoicing shall not relieve you of your duty to pay the fees due for your consumption of use of Apphub Marketplace application pursuant to these Terms of Use.

10. Changes and updates

10.1 We can make changes to the Apphub Marketplace Portal and your Apphub Marketplace application at any time (although we are not obliged to do so). Our suppliers may also make changes to the Apphub Marketplace Portal and your Apphub Marketplace application on our behalf.

10.2 Changes to your Apphub Marketplace application may include updates, additional functionality, supplements, add-ons, patches or bug-fixes ("Updates"). Updates may be subject to additional terms and conditions which, unless otherwise expressly set out in Our Terms, we will provide to you before the Updates are installed or otherwise applied to your Apphub Marketplace application. Once installed, the Updates will form part of your Apphub Marketplace application.

10.3 You agree that our suppliers may, on our behalf, automatically transmit, install, and otherwise provide Updates to the Service Software for your Apphub Marketplace application without further notice to you or need for your consent.

10.4 You may experience a disruption to your Apphub Marketplace Portal access or your Apphub Marketplace application when changes are made.

10.5 VODAFONE also reserve the right to change the Services nature, pricing, terms, specifications and warranties without notice. In addition, VODAFONE may revise these terms of

use at any time by updating the Site. Online sales are intended for, and limited to, personal use and domestic sales only.

10.6 You acknowledge that VODAFONE is subject to regulatory supervision and that the provision of the Services shall always be conditional on regulatory approval and may change or become discontinued at any time in the event of a regulatory requirement to such effect.

10.7 Despite VODAFONE'S efforts to ensure that the information on the Site is accurate, complete and current, however VODAFONE make no warranty or guarantee that the services and/or information on VODAFONE'S Site is error-free, complete, or current. VODAFONE reserve the right to correct errors and/or update the services and content on VODAFONE'S Site at any time without notice.

10.8 Vodafone may be required from time to time to perform regular or emergency maintenance on our Services and its platforms. Your Services may be affected during an emergency or regular outage. Vodafone will aim to provide you with as much notice as possible before an outage

10.9 Apphub Marketplace Portal reserves the right to appoint outsourced service providers to perform certain of its operations carried out in connection with the Marketplace, for example the invoicing process.

11. Browsers and operating systems

11.1 We do not warrant that either the Apphub Marketplace Portal or the Apphub Marketplace application will support all operating systems and browsers. We will notify you from time to time of the operating systems and browsers that the Apphub Marketplace portable or the Apphub Marketplace application will support. Although the Apphub Marketplace Portal and the Apphub Marketplace application may work with other operating systems and browsers, use of unsupported operating systems and browsers may limit the function of the Apphub Marketplace Portal and Apphub Marketplace application and the technical support we can provide you.

12. Apphub Marketplace Support

14.1 You can request support via the Apphub Marketplace for:

billing related queries;

sales and general product related queries; and

incidents with the Apphub Marketplace Portal or Apphub Marketplace Applications, including ordering, provisioning and operational and technical related queries.

14.2 We will also provide a support desk for the Apphub Marketplace portal which will be available to answer your:

billing related queries between 9 am and 5 pm Cairo Time, Sunday to Thursday (excluding public holidays);

sales and general product related queries between 9 am and 5 pm Cairo Time, Sunday to Thursday (excluding public holidays);and

incidents with the Apphub Marketplace portal or Apphub Supported Applications, including ordering, provisioning and operational and technical related queries 24 hours a day, seven days a week (including public holidays).

14.3 You may contact the Apphub Marketplace Helpdesk on bs.support@vodafone.com, or such other number as we notify you of from time to time.

14.4 The Apphub Marketplace Helpdesk may require information from your SPOC, customer administrator or Support Partner to answer your queries. The Apphub Marketplace Helpdesk may not be able to assist if your SPOC, customer administrator or Support Partner is unavailable or is unable to provide the required information.

14.5 A knowledge base of support information is available at <http://www.XXX> to answer your basic support questions. Your SPOC, customer administrator or Support Partner should refer to the information in that knowledge base before contacting the Apphub Marketplace Helpdesk. The Apphub Marketplace Helpdesk does not provide premium IT services such as cloud migration; application configuration, setup or training, for this type of support you can refer to the knowledge base or a Support Partner

13. Intellectual Property Rights

13.1 VODAFONE is a registered trademark of VODAFONE in Egypt and other countries. VODAFONE's trademarks are not to be reproduced in any media without the written authorization of VODAFONE, in any way that is likely to cause confusion to the customers, or in any way that could harm or discredits VODAFONE. All other trademarks and trade names used herein (e.g. VMware© or Microsoft©) are property of their respective owners and are granted the same protections herein.

13.2 All Intellectual Property Rights in all the Services and the Site including, but not limited to, design, structure, layouts, graphical images and underlying source code belongs to VODAFONE and its respective business partners. You acknowledge that any and all domains requested through Vodafone shall become the intellectual property and ownership of Vodafone and that Vodafone is giving the customer the right to use such domain(s) against a published fee. Should customer decided to terminate the service with Vodafone, the subject domain(s) shall be retained or closed by Vodafone.

13.3 Except for the rights expressly granted herein, this Agreement does not transfer from VODAFONE to You any developed, licensed, or owned technology, and all rights, title, and interest in and to such technology will remain solely to VODAFONE.

13.4 You agree that You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Services, software and programs availed to You on the Site.

13.5 Notwithstanding anything to the contrary in this Agreement, you will not attempt to prohibit VODAFONE at any time from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of VODAFONE

13.6 All contents of the Services and on the Site including but not limited all what was mentioned above are an exclusive property of VODAFONE and governed by the Egyptian copyright law and any applicable international conventions.

13.7 VODAFONE grants you a restricted license to access and make personal use of this site provided that you may not to download (other than page caching) or modify it, or any portion of it, except with express written consent of VODAFONE.

13.8 This restricted license does not include any resale or commercial use of the Site or its contents; any collection and use of any presentation, or any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another third party; or any use of data mining, robots, or similar data gathering and extraction tools.

13.9 This site or any portion of the site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial or non-commercial purpose without express written consent of VODAFONE.

13.10 You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of VODAFONE without express written consent.

13.11 Any unauthorized use terminates the permission or license granted by VODAFONE. You are granted a limited, revocable and nonexclusive right to create a hyperlink to the home page of VODAFONE so long as the link does not portray VODAFONE, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any VODAFONE logo or other proprietary graphic or trademark as part of the link without express written permission.

13.12 Any unauthorized use of the Apphub Marketplace, an AppHub Marketplace Application or their contents may result in legal action being taken against you.

13.13 By submitting any Content to the Marketplace by electronic mail, postings on the Marketplace, through our 'contact us' portal or otherwise, you grant us a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to:

- a. use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display such Content throughout the world in any media, now known or hereafter devised; and
- b. use the name that you submit in connection with such Content. You also grant us the right to pursue at law any person or entity that violates your or our rights in the Content by a breach of these Terms of Use. You acknowledge and agree that all such Content is non-confidential and non-proprietary.

13.14 You agree to do all things and execute all documents required to allow us to take full advantage of the rights granted to us by this clause.

14. TERMINATION

14.1 Vodafone can terminate this Agreement for convenience and without the necessity to provide reasons any reason upon sixty (60) days' prior notice.

14.2 Vodafone also reserves the right to terminate this contract without notice, if VODAFONE concludes, in its sole discretion, that You (a) have breached, violated, or acted inconsistently with these Terms, including any applicable VODAFONE Policy or any applicable law or regulation; (b) have provided false information as part of your Account Information; (c) have failed to keep your Account Information complete, true, and accurate; (d) fail to respond to any email communication sent to the email address listed in your Account Information; € are engaged in fraudulent or illegal activities or the sale of illegal or harmful services; or (f) are engaged in activities or sales that may damage the rights or reputation of VODAFONE or others (each "Termination for Cause"). Any Termination for Cause by VODAFONE will take effect immediately, and You expressly agree that You will not have any opportunity to cure. If Your VODAFONE ID is terminated for any reason, these Terms and Your access to the Service will also be terminated. Additionally, if You registered a new domain name in conjunction with Your Service, and VODAFONE terminates Your Service due to a Termination for Cause, then VODAFONE reserves the right to remove the domain name from the domain name registry and/or transfer the domain name from You to VODAFONE You acknowledge that where VODAFONE transfers such domain name to VODAFONE under this Section, VODAFONE will hold all rights of the registered domain name holder in respect of that domain name, including the right to sell the domain name to a third party.

14.3 In the event a ruling, regulation, or order issued by a judicial, legislative, or regulatory body causes VODAFONE to believe that these Terms and/or the Service provided hereunder may be in conflict with such rules, regulations, and/or orders, VODAFONE may suspend or terminate the Service, or terminate these Terms without liability.

14.4 Upon any termination of the Service, VODAFONE reserves the right to permanently delete from its servers any and all information and content contained in Your account or Service, including but not limited to order processing information, mailing lists, files, email, and any web pages generated by You or the Service. VODAFONE accepts no liability for such deleted information or content.

14.5 Your obligations if your Apphub Marketplace application is cancelled: If your Apphub Marketplace application is cancelled or terminated for any reason, you must immediately delete all copies of any Service Software in your possession or under your control.

15. INDEMNITY

15.1 You agree to indemnify and hold harmless VODAFONE, and its subsidiaries, affiliates, or other partners, officers, directors, shareholders, employees, and agents, from any claim, demand, or investigation, including reasonable attorney's fees, made by any third party due to or arising out of Your Content, Your conduct, Your use of the Service, the services that might be offered through Your Service, any alleged violation of these Terms, including any applicable VODAFONE Policies, law, or regulation, or any alleged violation of any rights of another, including but not limited to Your use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Your Service. VODAFONE reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, but doing so shall not prejudice Your indemnity obligations.

15.2 Notwithstanding anything herein to the contrary, neither you or VODAFONE shall be liable for any indirect, special or consequential damages or loss of profits arising from any breach of contract, negligence or other liability even if the other Party had been advised or knew (or should have known) of the possibility of such damage

16. WARRANTY

16.1 You warrant and represent that You have acquired the right to access and use the Services and the Site and agreeing to these Terms to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers does not apply to the supply of the Site or these Terms;

16.2 You agree not to use the Service in a manner that can cause stop of the service or block access to it by other subscribers.

16.3 If You are using the Services and the Site on behalf of or for the benefit of any organization/entity then VODAFONE will assume that You have the right to do so according to the bylaws of your organization/entity and the applicable laws. The organization/entity will be liable for your actions including any breach of these Terms;

16.4 Vodafone does not warrant that the use of the Services and the Site will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Site, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Site. Vodafone is not in any way responsible for any such interference that prevents your access or use of the Site.

16.5 It is your sole responsibility to determine if the Site meets the needs of your business.

16.6 The Site is provided on an "as is" and "as available" basis. VODAFONE makes no representations or warranties of any kind, express or implied, as to the operation of the Site or the information, content, materials included on the Site. You expressly agree that your use of the Site is at your sole risk. To the full extent permissible by law, VODAFONE disclaims all warranties, express or implied.

16.7 VODAFONE gives no warranty about the Site. Without limiting the foregoing, VODAFONE does not warrant that the Services or the Site will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.

16.8 To the full extent permissible by law, Vodafone disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. VODAFONE does not warrant that the Site, its servers, or e-mail sent from VODAFONE are free of viruses or other harmful components. VODAFONE will not be liable for any damages of any kind arising from the use of the Site, including, but not limited to direct, indirect, incidental.

16.9 The warranty does not apply to defects resulting from improper or inadequate installation use or maintenance; actions or modifications by you or any unauthorized third parties or the Customer or accidental or willful damage.

16.10 Customer agrees that the spelling of the domains requested is correct and customer will hold Vodafone harmless of the erroneous reservation of a domain that was based on spelling error in this document.

16.11 Your Use of the service, the software and any material or downloaded data or otherwise obtained through the use of the service is done at your own discretion and risk, and that you will be solely responsible for any damages to your computer system or loss of data that may result from the download of such material or data.

16.12 The security mechanism incorporated in the software has inherent limitation and you must determine that the software adequately meets its requirements

16.13 No advice or information obtained in any manner, through or from the Services shall create any warranty not expressly stated herein.

16.14 VODAFONE assumes no responsibility for the timelines, deletion, mis-delivery or failure to store any user communications or personalized settings.

16.15 If you utilize blog tool in connection with the services, under certain circumstances VODAFONE may deem it necessary to force upgrade the version of such blog tool. Under no circumstances will VODAFONE assume any liability whatsoever in connection with any such forced upgrade, including but not limited to liability with respect to data loss, data base corruption,

16.16 VODAFONE shall be entitled to disclose your user identity and details if required or requested by the courts or other law enforcement authorities and/or agencies or in such other circumstances as VODAFONE in its sole discretion considers reasonably necessary or appropriate.

16.17 VODAFONE'S Services is an internet based service and, although VODAFONE will endeavor to maintain the security of information, it cannot guarantee that information You receives or supplies in the use of the Services will be secure at all times.

17. ANTI-BRIBERY

17.1 Customer (and any natural person or legal persons the Customer uses for the performance of their business obligations with Vodafone, including employees, agents, consultants, contractors and subcontractors) shall :

- a. comply with all the general principles, rules and laws combating bribery and corruption included in the Governing law, the UK Bribery Act 2010 and US Foreign Corrupt Practices Act (the "Anti-Bribery Applicable Laws"); even if the Customer may not otherwise be subject to such Anti-Bribery Applicable Laws;
- b. not do or omit to do anything likely to cause Vodafone to be in breach of any such Anti-Bribery Applicable Laws
- c. not give or receive any bribes, including in relation to any public official;
- d. maintain throughout the term of the Agreement an Anti-bribery program (including gifts and hospitality) designed to monitor and ensure compliance with the Anti-Bribery Applicable Laws, an education and to prevent and detect related violations;
- e. if requested and at Vodafone's reasonable cost, provide Vodafone reasonable assistance to comply with Anti-Bribery Applicable Laws and perform any actions required by any governmental entity or authoritative body.
- f. make sure that all payments received from or made by Vodafone (as the case may be) are effected by wire transfer or other traceable instrument to/from a bank account in the Customer's name;

- g. promptly notify Vodafone of any allegation of fraud, bribery or corrupt or unlawful practices made against the Customer in court, arbitration or administrative proceedings, or any investigation is commenced in respect of same; at any time during the term of this Agreement;
- h. declare before starting any business negotiations or transactions with Vodafone - the existence of any directors, officers or direct or indirect substantial equity owners and individuals of the Customer who were previous employees of Vodafone during the year preceding the Effective Date of the Agreement.
- i. ensure that any natural or legal person external to the Customer who is performing services in connection with the Agreement does so only on the basis of a written contract which secures from such persons terms equivalent to those imposed on Customer in this Article. The Customer shall be responsible for the observance and performance by such persons of these terms.
- j. allow Vodafone or any agent Vodafone assigns, to conduct an audit of records and information held by the Customer or its sub-contractors or any other relevant person to ensure compliance with Anti-Bribery Applicable Laws

17.2 The Customer hereby indemnifies Vodafone and its directors, officers, employees, agents and affiliates against all losses which they have suffered as a result of breach of this Section without prejudice to Vodafone's right to terminate the Agreement immediately in the event of such breach.

18. ECONOMIC SANCTIONS

Each Party shall, in the context of the Agreement execution:

18.1 comply with all Economic Sanctions & Export Control Applicable Laws (as defined below) and not knowingly do anything which may cause Vodafone or members of its Group to breach such laws;

18.2 provide such assistance, documentation and information to Vodafone as Vodafone may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services;

18.3 notify the other party in writing as soon as it becomes aware of an actual or potential investigation/breach in relation to the Economic Sanctions & Export Control Applicable Laws or any material change in the status of the Customer or any of its directors, officers or direct or indirect substantial equity owners including but not limited to:

- Change in Sanctions status e.g. the inclusion on a Sanctions list in any applicable jurisdiction

- Change in License or authorization status e.g. a license/authorization loss in respect of Sanctions or Trade Controls;

18.4 Acknowledge Vodafone's right to suspend services or terminate the Agreement with immediate effect and without liability, if any of the provisions of this Section are breached without prejudice to Vodafone's right to seek indemnities in the event of such breach.

Economic Sanctions & Export Control Applicable Laws: means law, regulation, binding code of practice, rule, embargoes, restrictive measures, executive orders or requirement enacted or enforced by the governments of the United Kingdom, European Union, United States of America or any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) Vodafone in the provision/receipt of the services and/or (ii) Customer in the receipt/provision of the services or the carrying out of its business. Such laws specifically include Sanctions and Export controls restrictive measures.

19. ABSENCE OF WAIVER

Any failure or delay by VODAFONE to enforce any of the Terms or to exercise any right under the Terms will not be construed as a waiver to any extent of VODAFONE'S rights.

20. RIGHT TO ASSIGN

VODAFONE may assign, in whole or in part, its rights and obligations under this Agreement and upon such assignment VODAFONE shall be relieved of any further obligation under this Agreement.

21. ENTIRE AGREEMENT

The present Agreement if available shall supersede all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and VODAFONE.

22. CONFIDENTIALITY

Unless You or VODAFONE has the prior written consent of the other or unless required to do so by law each party will preserve the confidentiality of all confidential information of the other obtained in connection with this Agreement. Neither You nor VODAFONE will, without prior consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.

23. ELECTRONIC COMMUNICATIONS

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site. You hereby agree to give legal effect that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

24. FORCE MAJEURE

Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of terrorists, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet (not resulting from the actions or inactions of Vodafone), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Vodafone is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, you may cancel the Service(s), but there shall be no liability whatsoever on the part of Vodafone.

25. FRAUDULENT COMMUNICATIONS

25.1 Vodafone is aware that fraudulent communications, especially emails, may be sent to members of the public, purporting to be official correspondence from, or on behalf of, Vodafone using the Vodafone name and/or brand. Frequently, these unsolicited communications claim to offer business opportunities, employment within Vodafone, or indicate that the recipient has won a competition or lottery.

25.2 VODAFONE HAS NOT AUTHORIZED, AND IS NOT RESPONSIBLE FOR, THESE COMMUNICATIONS. VODAFONE ADVISES MEMBERS OF THE PUBLIC TO EXERCISE CAUTION WITH ANY REQUEST TO PROVIDE ANY PERSONAL OR CONFIDENTIAL INFORMATION.

26. MODIFICATION AND SEVERABILITY

26.1 Vodafone reserve the right to make changes to the Site and to the Terms & Conditions at any time.

26.2 If any provision of these Terms & Conditions or any part of any provision shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason, it shall be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision shall not be affected by such determination.

27. GOVERNING LAW

The applicable Egyptian laws and regulations shall govern any disputes relating thereto shall be resolved by the competent Egyptian courts.

Disclaimer

The applications and services offered on the Apphub Marketplace application are made available by third party application or service providers. If you have an issue with the Apphub Marketplace , services or applications, your rights are only with Vodafone or the service or application providers respectively and not our platform provider.

To the extent permitted by law:

- a. our platform provider shall have no liability directly to you or your end users;
- b. we provide access to the Apphub Marketplace Portal and we supply the Apphub Marketplace applications on an "as is" basis, without warranties of any kind (including, those that would otherwise be implied by law);
- c. we do not warrant that your access to the Apphub Marketplace Portal or your Apphub Marketplace application will be uninterrupted, secure or error free or that they will meet your requirements. There may be times when the Apphub Marketplace Portal or your Apphub Marketplace application is down or disrupted;
- d. we will not be liable for any interruptions or disruptions in any way; and
- e. except as otherwise specified in Our Customer Terms, we make no representations about the suitability, reliability, availability, timeliness, lack of viruses (or other harmful components), accuracy and/or ownership of the information, software, products, services and related graphics contained within or generated by the Apphub Marketplace Portal or your Apphub Marketplace application.

The Apphub Marketplace may contain links or references to other websites maintained by third parties. Such links are provided solely as a convenience to you and we do not endorse those sites. We are not responsible for the content of any such websites that have links with the AppHub Marketplace, or for the legal consequence of your entering into any contracts with our group companies or third parties and you rely on the information available on those websites at your own risk. To the fullest extent permitted by the Applicable Laws, we exclude liability for all Losses incurred by you as a result. You may not link to the Apphub Marketplace without Vodafone Egypt Cloud's prior written approval. You agree to remove or cancel any such link to the Apphub Marketplace at Vodafone Cloud's request.

Privacy and Security

1. Privacy

The below privacy terms set out below, apply to your Apphub Marketplace applications unless we tell you otherwise.

1.1 We may include additional or different privacy terms that apply to a particular Apphub Marketplace application in the part of these terms that relates to that Apphub Marketplace application.

1.2 By using an Apphub Marketplace application, you consent (and agree to provide the consent of each of your users) to our suppliers contacting you and/or your users directly for any purpose that we reasonably consider is related to providing the Apphub Marketplace application to you (including but not limited to notifying you and/or your users of any updates, outages, migration details or any other issues).

1.3 You agree that the vendor who has published and/or developed the application that you have purchased through the Apphub Marketplace is the controller of your Personal Data and Information while Vodafone will not process nor have access to your Personal Data and Information that you have added or uploaded to the purchased application. Before subscribing to an application on the Apphub Marketplace, you confirm that you have reviewed and accepted the vendor's relevant terms and conditions as well as the Privacy Policy in addition to ensuring that the vendor follows the necessary applicable laws including data protection laws. You also acknowledge that Vodafone only acts as a facilitator by providing and setting up the Apphub Marketplace and hence, cannot be held liable towards any obligations regarding your personal data and information

1.4 If you purchase or use an Apphub Marketplace application, we may share with the vendor providing the application your contact information and details about the transaction and your usage.

1.5 If you share Customer Data in public areas of the Apphub Marketplace, through features that permit public sharing of Customer Data, or in shared areas available to others, you agree that anyone with whom you have shared Customer Data may use, save, reproduce, distribute, display, and transmit that Customer Data freely. If you do not want others to have that ability, do not use the Apphub Marketplace to share your Customer Data.

2. Security

2.1 We do not guarantee the security of any Apphub Marketplace application or any information or data you send, receive or store using any Apphub Marketplace application, unless we agree otherwise with you.

2.2 Each Apphub Marketplace application will be subject to its own terms and conditions. Before subscribing to an application on the Apphub Marketplace, you should make sure that

you agree to be bound by the relevant terms and conditions, which you will have an opportunity to review and accept before completing the transaction. By proceeding with the transaction, we will consider that you have reviewed and confirmed the said terms and conditions,

2.3 Unless expressly stated otherwise in our Agreement or in the terms and conditions applicable to a particular Apphub Marketplace application, you subscribe to all applications at your own risk. You acknowledge that Vodafone does not guarantee the availability, quality, suitability or legality of the application or that the description of the Apphub Marketplace application is accurate.