

## END USER TERMS AND CONDITIONS (EUTCs)

PLEASE READ THESE END USER TERMS AND CONDITIONS ('EUTCs') CAREFULLY BEFORE USING THE SERVICES. IF YOU USE THE SERVICES ON THIS WEBSITE, IT SHALL DEEM THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS VOLUNTARILY AND FREELY CONSENTED AND AGREED TO BE BOUND BY THESE EUTCs, WHICH YOU ARE HEREBY ESTOPPED TO DENY OR DEFEND AT ANY POINT OF TIME HEREAFTER IF YOU OR THE COMPANY YOU REPRESENT DO OR DOES NOT AGREE TO ANY OF THESE EUTCs, PLEASE CONTACT CAPITAL INVESTMENTS IMMEDIATELY.

In these EUTCs the following words and expressions shall, unless the context otherwise requires, have the following meanings:

<b>"Business Day"</b>	Means any day except the day that is declared as holiday by the government or head of state of the Hashemite Kingdom of Jordan and of the United Arab Emirates.
<b>"Claims" or "Losses"</b>	mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, including, without limitation, i) direct, indirect, punitive, special, consequential and incidental damages, and ii) administrative costs, litigation costs, and attorneys' and auditors' fees and disbursements.
<b>"End User Agreement"</b>	Means the entire agreement (including any subscription form /application form/order form/invoice/quotation (electronic or otherwise) and these EUTCs) agreed between Subscriber and Capital Investment & Brokerage Ltd Jordan (Capital Investments) for the provision of the Services to Subscriber.
<b>"Force Majeure Event"</b>	means any circumstances beyond the reasonable control and without the gross negligence or wilful conduct of Subscriber or Capital Investments including, without limitation, inability or delay caused through acts of God, fire, flood, war, riots, civil strike, terrorism, blockade, sabotage, rationing, embargoes, epidemics, earthquakes, industrial dispute of any kind (other than disputes involving that Party's own employees or the employees of an Affiliate of that Party), lightning, explosion, civil commotion, malicious damage, storm, tempest, supply shortages, equipment failures, or software malfunctions, acts or omissions of Information Provider/s or any third party, act of government in its sovereign or contractual capacity, acts of public enemy, acts of civil or military authority, or other regulatory authority, acts or omissions of persons or bodies for whom the Party affected thereby is not responsible.
<b>"Intellectual Property"</b>	Means creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce such as copyright and related rights, trademarks, geographical indications, industrial designs, patents, protection of undisclosed information, control of anti-competitive practices in contractual licenses.
<b>"Intellectual Property Rights"</b>	Mean rights in Intellectual Property anywhere in the world, whether or not they are registered.
<b>"Information"</b>	Means financial information including but not limited to market prices, volumes, news and all other information as transmitted by Capital Investments through the Service.
<b>"Information Provider"</b>	Means a legal entity which provides Information to CI, so as to enable Capital Investments or its Affiliates/Group Companies to process the same and use the Information whilst providing the Services by Capital Investments to Subscriber. For the purpose of these EUTCs, Information Provider shall include all current and/or future entity/entities who shall supply Information to Capital Investments or its Affiliates/Group Companies from time to time.
<b>"Party/Parties/Both Parties"</b>	Means Capital Investments and/or Subscriber as applicable.

<b>"Real-Time Data"</b>	Means market data as released by each Information Provider, with no built in delay.
<b>"Subscriber"</b>	Means any person whether natural person or artificial legal entity who has subscribed for the Services and executed these EUTCs, in favour of Capital Investments.
<b>"Subscription Fees"</b>	Mean the fees as may be applicable to Subscriber and indicated in the relevant subscription form /application form/order form/invoice/quotation (electronic or otherwise).
<b>"System"</b>	Means the information system licensed and operated by Capital Investments, which collects processes and disseminates the Information.
<b>"Services"</b>	Mean and includes transmission, reception and dissemination of financial market information and other related content by Capital Investments to Subscriber, through its suite of products. The right to use the Service offered by Capital Investments is personal to Subscriber and is not transferable to any other person or entity.
<b>"Software"</b>	Means the software in the System licensed by Capital Investments and includes computer software, programs and associated media, printed material, "online" or electronic documentation, and internet based services.
<b>"Term/Tenure"</b>	means the period mentioned in the online trading Agreement entered into by and between the Customer and Capital Investments for the provision of the Services (Customer Agreement/Brokerage Agreement as applicable) or in any subscription form/application form/order form/invoice/quotation as valid for the use of the Services or the period which begins on the day that Capital Investments has authorised access to the Services upon Subscriber proceeding with the installation of any of the Software and continues until the Services are terminated or suspended in accordance with the Customer Agreement/Brokerage Agreement or these EUTCs

**1. Intellectual Property Rights:** Subscriber acknowledges, agrees and confirms that Capital Investments, or its Affiliates or subsidiaries or group companies and/or the Information Provider/s have Intellectual Proprietary Rights in certain trademarks, service marks, trade names, corporate names included in the Services and in the Information that originates on or derives from markets regulated or operated by the Information Provider/s which constitute to be Intellectual Property of Capital Investments or the Information Provider/s. Subscriber agrees not to use such Intellectual Property in any way, which would infringe the rights of Capital Investments and the Information Provider/s. Subscriber agrees not to alter, remove, or obscure any copyright notices or other proprietary notices as furnished by Capital Investments or to use in any manner CI's or its Affiliates or subsidiaries or group companies or Information Provider's trademarks or service marks.

**2. Software Ownership** CI hereby grants and Subscriber hereby accepts a limited and restricted license for the Software and the supplied documentation (the "Documentation") for personal use, on a non-exclusive, non-assignable and non-transferable basis Subscriber's receipt of the Services does not constitute a sale of the Software. The rights and interests in the Intellectual Property and/or the Software rest with CI. Subscriber agrees not to alter, decompile, or disassemble or reverse engineer or otherwise determine or attempt to determine source code or the executable code of the Software or create any derivative works based upon the Software, or authorize any third party to do so; rent, lease, distribute, or resell the Software, or attempt to do any of the foregoing. Subscriber shall not obfuscate, remove or alter any of the logos, trademarks, internet links, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Software or the related Documentation. As licensee, Subscriber owns the media on which the Software is originally or subsequently recorded, but none of the content placed thereon. The license granted herein is limited to the tenure of the Customer Agreement/Brokerage Agreement and shall automatically be revoked on the expiry of the term of Customer Agreement/Brokerage Agreement or its earlier determination whichever is earlier.

**3. Password Policy:** 3.1 CI shall provide the Subscriber with applicable password/s and Username/s to use in connection with the Service. Subscriber is entirely responsible for maintaining the confidentiality of the passwords and Username/s. Subscriber shall immediately notify CI of any unauthorized use of password/s and/or Username/s or any other breach of security. Subscriber is entirely responsible for any and all activities that occur in Subscriber's account. The Subscriber

shall exit from the account, at the end of each session. Each password shall be used by one Subscriber only.

3.2 Subscriber shall notify CI immediately of any unauthorized use of the account or password or any other breach of security. CI will not be liable for any loss or damage arising from Subscriber failure to comply with these requirements.

3.3 Subscriber hereby undertakes and confirms Subscriber's adherence and unconditional support to the following anti-piracy policy pertaining to the Software:-

Subscriber shall not make or use unauthorized copies of the Software under a.any circumstances and will comply with the license regulating the use of the Software.

b. Subscriber shall not engage directly or indirectly in the manufacture, distribution, supply or use of counterfeit, pirated or unlicensed software.

c. Subscriber shall report forthwith, when it comes to its knowledge or it suspects any counterfeit, piracy, infringement of intellectual property rights pertaining to the Software and the Services, and unconditionally provide oral or documentary evidence, proof, and/or testimony in its possession about the piracy or infringement of the Intellectual Property Rights.

**4. Authorized Use of Information:**

4.1 Subscriber is authorized to receive and use the Information solely in accordance with these EUTCs. Any other use of the Information by Subscriber, including, but not limited to, retransmission or reprocessing, in whole or in part, is prohibited.

4.2 In the event Subscriber is an organization, the Information is to be used solely for the internal use of such organisation and its employees and not for redistribution to any other person or entity. For the avoidance of doubt 'internal use' shall include use by third parties with whom Subscriber share but to whom Subscriber does not sell or beneficially provide the Information, provided that the usage by such third parties constitutes an integral and inseparable part of business of Subscriber.

4.3 Subscriber further agrees not to use or permit anyone to use the Information for any unlawful purpose.

4.4 Subscriber agrees that Subscriber's arrangement with CI for receipt of the Information is subject to immediate suspension or termination, without notice, in the event that the agreement between CI and Information Provider is suspended or terminated for any reason, whatsoever.

4.5 Subscriber agrees, when required by CI, to make application to and receive written approval for the receipt of the Information prior to using the Services and agrees to comply with any conditions, restrictions or limitations imposed by CI on its own or on the instructions of the Information Provider, including paying all such fees or charges.

**5. Subscription Fees:**

The Subscription Fees currently charged is for the Services and other financial content and may be amended by CI from time to time with 5 working days' notice. The Subscription Fees is payable monthly, quarterly, half-yearly or annually in advance subject to such levies, taxes, fees and duties that shall be payable by Subscriber, to CI or the Stock Exchange or any other authority as the case may be. This Subscription Fee is non-refundable. CI reserves the right to recover any outstanding Subscription Fees due and payable by Subscriber through legal recourse.

**6. Information from Subscribers:**

All Information provided to Subscriber pursuant to these EUTCs are being provided at the request of Subscriber. CI shall request in writing any additional information from the Subscriber required by any Information Provider/s or their auditors. Failure to promptly provide the requested information shall result in immediate suspension of access to the Services until such time the request is complied with.

**7. Confidentiality:**

By reason of the relationship hereunder, Subscriber shall have access to certain information and materials concerning the Software, that are confidential and of substantial value to CI, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Confidential Information of CI shall include, without limitation, information specifically designated as confidential, the features and functions of the Services that are not available to the general

public via the public internet (including screen shots of the same), future product plans, any documentation or specifications provided to Subscriber, the commercial terms (including pricing) of these EUTCs but not the mere existence of these EUTCs, any order form/s, statements of work, schedules, addenda or amendments to these EUTCs, performance and security test results, and any other proprietary, financial or business information supplied to Subscriber by CI. Subscriber agrees that it will not and will ensure that its employees, agents and contractors will not make use of (except in furtherance of these EUTCs), disseminate, or in any way disclose any Confidential Information of the CI to any person, firm or business, except for any purpose CI may hereafter authorize in writing. Subscriber will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, and shall exercise reasonable care to protect its own Confidential Information. Notwithstanding the foregoing, "Confidential Information" shall not include:

- a. Information previously known to Subscriber without reference to Confidential Information,
- b. Information which is or becomes publicly known through no act or omission of Subscriber,
- c. Information which has been independently developed by Subscriber without reference to CI's Confidential Information,
- d. Information received from a third party under no confidentiality obligation with respect to the Confidential Information,

#### **8. Indemnity:**

8.1. Subscriber shall indemnify and keep indemnified CI and its Affiliate/s, each person who controls CI (if any), any directors, officers, employees, agents, attorneys, co-branders or other partners, against all losses, costs, expenses, charges, compensations, litigations, attorney fees, demands, and claims incurred or suffered as a consequence or result of breach of these EUTCs by Subscriber or use of the Services or connection to the Services by Subscriber or as a result of infringement of Intellectual Property Rights of CI and/or its Affiliate/s or for any claim preferred by any third party arising directly or indirectly due to omissions, commissions, negligence, wilful default, intentional or unintentional actions including but not limited to violation of copyright, trademark, piracy or altering, decompiling, disassembling, reverse engineering or engaging into manufacturing, distribution, supply or use of counterfeit, pirated or unlicensed software by Subscriber or for any reason whatsoever.

#### **9. Limited Warranty:**

9.1 CI SHALL ENDEAVOUR AND MAKE BEST EFFORTS TO PROVIDE THE INFORMATION CONTAINED IN THE SYSTEM OR THAT WERE TRANSMITTED THROUGH THE SYSTEM, COMPLETELY, CONTINUOUSLY AND CONCISELY SUBJECT TO AVAILABILITY OF INFORMATION FROM THE INFORMATION PROVIDER/S AND ALSO OPERATIONAL PERFORMANCE OF COMMUNICATION LINKS THROUGH WHICH THE INFORMATION IS TRANSMITTED.

9.2 SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT: SUBSCRIBER'S USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK. THE SERVICES ARE PROVIDED TO THE SUBSCRIBER ON AN "AS IS" AND "AS AVAILABLE" BASIS. NOTWITHSTANDING THE AFORESAID CI EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, COMPLETENESS, ACCURACY, TIMELINESS OR THAT THE SAME WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF VIRUSES OR DEFECTS.

#### **10. Disclaim of Liability:**

10.1. NEITHER CI NOR THE INFORMATION PROVIDER/S SHALL BE LIABLE TO THE SUBSCRIBER OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE FOR ANY ERRORS, INACCURACIES OR OMISSIONS OF THE SERVICES OR INFORMATION, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO SUBSCRIBER, OR FOR ANY CLAIMS OR LOSSES ARISING THERE FROM. CI HEREBY EXPRESSLY

DISCLAIMS ALL LIABILITY FOR LOSSES OR DAMAGES OF ANY KIND WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, ACTUAL, PUNITIVE, SPECIAL, INCIDENTAL OR EXEMPLARY, ARISING OUT OF THE USE OF THE SERVICES OR THE REFERENCE AND RELIANCE ON ANY INFORMATION OBTAINED ON OR THROUGH THE SYSTEM.

10.2 The Subscriber agrees that certain statements available on this site under Research and advisory service are subject to various risks and uncertainties which could cause actual results to differ from the expectations. The Subscriber agrees that the use of such research, analysis and other information is at his own discretion and such information cannot be considered as an advice from CI to buy or sell any particular Securities or other Property or the timing or quantum of such transaction. Subscriber also agrees and understands that such research and advisory service is conducted by CI for informative purposes only and the Subscriber will read all disclaimers on such reports carefully and rely solely on his own skill, knowledge and judgement on deciding on any transaction. The Subscriber agrees and categorically states that he will not have any claims whatsoever against CI for any losses incurred by him by following any such information available on the System under the research or advisory service.

**11.Exclusions and Limitations:**

Some jurisdictions bar limitation or exclusion of certain warranties, representations and conditions or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of these EUTCs may not apply to Subscriber.

**12.Default by Subscriber:**

CI shall construe the following to be events of default by Subscriber i.e. If CI determines that:-

- a. Subscriber commits any material or persistent breach of any provision in these EUTCs (in case of a breach being capable of being remedied) which shall have remained un-remedied within fifteen (15) days after the receipt of a request in writing, to remedy such breach; or
- b. any of Subscriber's representations in these EUTCs are untrue; or
- c. a petition or other proceeding in bankruptcy or insolvency is filed against Subscriber; or
- d. Subscriber by any act, omission, commission, wilful default or negligence violates or contravenes the Intellectual Property Rights in the Software and the Services, without prejudice to the aforesaid; CI reserve its right to adopt legal proceedings against Subscriber, in accordance with the applicable law.

**13.Termination by Subscriber:**

Subscriber may terminate these EUTCs by giving one (1) month written notice to CI. Upon such termination, Subscriber shall not be entitled to any refund of Subscription Fees (if any) and immediately cease all use of the Information provided by CI.

**14.Termination by CI:**

14.1 Notwithstanding anything to the contrary, CI may terminate these EUTCs:

- a. without assigning any cause, but after giving one (01) month written notice to Subscriber; or
- b. forthwith without any reason, in the event of breach of Intellectual Property Rights in the Software and/or the Services by Subscriber or breach of any of the Password Policies provided under these EUTCs (clause 3), or on the instructions of the Information Provider.

14.2 Notwithstanding the aforesaid, Subscriber agrees that CI, in its sole discretion, may (or may on the instructions of the Information Provider/s) suspend or terminate Subscriber's password/s, account designation/s (or any part thereof) or use of the Services, remove and discard any Information within the

Services, deactivate or delete Subscriber's account and all related information and files in Subscriber's account and/or bar any further access to such files or the Services, discontinue providing the Services, or any part thereof, with or without notice if CI believes that Subscriber has violated or acted inconsistently with the spirit of these EUTCs and have not either cured the breach (if curable) or provided a satisfactory undertaking to CI or the applicable authorities, within five (5) Business Days of receiving a notification of the breach, or for maintenance purposes. Further, Subscriber agrees that CI shall not be liable to Subscriber or any third party for any termination or suspension of Subscriber's access to the Services.

**15. Assignment:**

Subscriber shall not assign these EUTCs or any of Subscriber rights and obligations hereunder without the prior written consent of CI. CI may assign all or any of its rights and obligations under these EUTCs, without seeking any consent of Subscriber, to an Affiliate or a surviving entity, in the case of merger or sale of all or substantially any of the assets of CI.

**16. Governing Law and Jurisdiction:**

This End User Agreement shall be construed in accordance with and governed in all respects by the laws of The Hashemite Kingdom of Jordan and the Parties submit to the exclusive jurisdiction of Amman courts/Palace of Justice in respect of all legal proceedings which may arise in any way whatsoever out of this End User Agreement.

**17. Notices:**

17.1 All notices, approvals, proposals and other communications required or permitted to be given under these EUTCs to CI shall be in writing and shall be delivered by personal delivery, e-mail, or by registered or certified post to the appropriate contact person/s set out below. Such notices or communications shall be deemed to have been received subject to proof of delivery.

**Address: Capital investment & brokerage  
Issam Ajlouni street, Building 45,  
Shmesani, Amman,  
Jordan**

17.2 All notices, approvals, proposals and other communications to Subscriber shall be, sent in writing to the appropriate contact person provided by Subscriber to CI (by personal delivery, e-mail, or by registered or certified post) or by CI posting the same in its products or website

17.3 Either party may change its address for service after giving advance notice to the other party

17.4 The Services may also provide notices of changes to these EUTCs or other matters by displaying notices on CI's website.

**18. Force Majeure:**

Neither Subscriber nor CI shall be liable for delay or failure in performance of any of the acts required by these EUTCs when such delay or failure arises from Force Majeure Event/s. The time for performance of any act delayed by such Force Majeure Event/s may be postponed for a period equal to the period of the delay. However, either party shall be at liberty to terminate these EUTCs forthwith, in case the Force Majeure Event/s continues for more than a period of one month.

**19. Entire Agreement:**

Any applicable subscription form/application form/order form/invoice/quotation or the Agreement entered into by and between the Customer and CI for the provision of the Services (Online trading Agreement/Brokerage Agreement as applicable, whether electronic or otherwise (e.g. covering the Term, method of payment, price etc.) if any and/or these EUTCs as the case may be constitute the entire agreement between Subscriber and CI and govern the use of the Services by Subscriber, superseding and cancelling all previous or contemporaneous written and oral terms and conditions, communications and other understandings between CI and Subscriber related to the subject matter of these EUTCs and the provision of the Services.



**20. Amendments:**

CI reserves the right to vary, amend and/or substitute these EUTCs, including any applicable Subscription Fees from time to time without prior notice to Subscriber. Such amendments shall be posted in CI's website and shall be deemed to be effective and binding on Subscriber. In the event Subscriber does not agree to the new terms and conditions made by CI, after making payment of outstanding dues (if any) Subscriber will have the right to terminate these EUTCs, by written notice to CI.

**21. Effective Date of EUTCs**

The effective date of these EUTCs shall be the date Subscriber signs the online trading agreement. However, Subscriber shall be bound by these EUTCs on the acceptance of the same. These EUTCs shall be deemed to have been accepted by Subscriber, upon Subscriber subscribing his/her/its signature to this document or electronically accepting the same.

**22. Miscellaneous**

22.1 These EUTCs are between CI and Subscriber, and is not for the benefit of any third party, whether directly or indirectly. Subscriber's interaction with third parties and any other terms, conditions warranties or representations associated with dealings of Subscriber and any third party are solely between Subscriber and such third parties. CI and/or Information Provider/s shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

22.2 The failure of CI to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder.

22.3 If any provision of these EUTCs is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these EUTCs will otherwise remain in full force and effect and enforceable.

22.4 These EUTCs are not assignable, transferable or sub licensable by Subscriber (by operation of law or otherwise) without CI's prior written consent. CI shall have the right to assign all or part of these EUTCs without Subscriber's approval.

22.5 No agency, partnership, joint venture, or employment is created as a result of these EUTCs and Subscriber has no authority of any kind to bind CI in any respect whatsoever.

22.6 Termination or expiry of these EUTCs between CI and Subscriber shall not affect the accrued rights of the Parties at the date of termination or expiry or affect those obligations of a continuing nature which shall continue to apply, including, without limitation, the provisions for liability, Warranty, Indemnification, proprietary and Intellectual Property Rights, Software Ownership, Confidentiality and the obligation to make payments, notwithstanding the termination or expiry of these EUTCs for any reason whatsoever.