

TERMS & CONDITIONS V1.2

Effective Date: 1st May 2026

These Terms & Conditions (“Agreement”) govern the subscription services, products, and related services provided by **OTOLINK LLC** (“Otolink”) to its customer (“Customer”). By executing a Quote, Order Form, or accessing the Services, Customer agrees to these terms.

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1. Subject Matter

1.1 Products: Otolink owns all Products, including web applications and mobile apps for iOS and Android.

1.2 Branded Apps: Otolink will configure and release mobile apps under Customer's brand and upload them to App Store and Google Play accounts.

1.3 License: Non-exclusive, non-sub-licensable, non-assignable worldwide limited-term license is granted during the Minimum Term and any renewal term.

1.4 Remote Access: Access is via web interface or mobile platforms.

1.5 Marketplace Accounts: Customer shall maintain valid Apple App Store and Google Play developer accounts where required for publication of branded applications.

2. Definitions

2.1 Affiliate: Any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

2.2 Agreement: The agreement between Customer and Otolink for the provision of Services, including any incorporated documents.

2.3 Authorised Users: Employees, agents, or contractors authorised by Customer to access and use the Services.

2.4 Charges: All fees payable by Customer for the Services as set out in the Quote or Order Form.

2.5 Control: The power to direct the affairs of another entity directly or indirectly, whether via ownership, voting rights, or contract.

2.6 Customer Data: Data inputted, provided, or generated by Authorised Users or Otolink on Customer's behalf.

2.7 Force Majeure: Events outside reasonable control preventing performance, e.g., natural disasters, war, pandemic, or strikes.

2.8 Intellectual Property Rights: Patents, copyrights, trademarks, designs, software rights, trade secrets, and all similar rights.

2.9 Minimum Term: The period a Service is provided before termination, as stated in the Quote, typically three (3) years from Start Date.

2.10 Non-Otolink Products: Third-party applications or systems integrated or interoperating with Otolink Services.

2.11 Services: Subscription services provided by Otolink, including Products, Support Services, and Initial Works as defined in the Quote.

2.12 Site: Physical location where the Services are deployed, as set out in the Quote.

2.13 Start Date: Date when Services commence, typically 30 days after Customer signs the Quote.

2.14 Territory: Jurisdiction where Otolink operates and delivers Services.

2.15 Initial Works: Configuration, customization, and deployment of branded mobile apps or web applications under the Customer's brand, including app store submissions.

2.16 Business Day: "Business Day" means any day other than a Saturday, Sunday, or official public holiday in the United Arab Emirates.

2.17 Product Overview: "Product Overview" means the description, specifications, and functionality of the applicable Products and Services provided by Otolink.

3. Subscription Services, Minimum Term, and Charges

3.1 Provision of Services: Otolink will provide Services and Initial Works as specified in each Quote in accordance with this Agreement.

3.2 Additional Services: Customer may increase quantities or add Services via an additional Quote. Decreases are not permitted during the Minimum Term.

3.3 Minimum Term: Each Service is provided for a minimum of three (3) years from Start Date, unless otherwise stated.

3.4 Payment of Fees: Recurring Charges commence from the Start Date. Variable recurring charges are invoiced monthly in arrears; other recurring charges may be invoiced annually in advance. Charges are non-refundable except as expressly stated.

3.5 Variation of Charges: Otolink may revise the Charges once per calendar year by providing at least sixty (60) days' prior written notice to Customer. Otolink may additionally pass through increases imposed by third-party providers, including but not limited to hosting providers, SMS gateways, telephony providers, DMS vendors, API providers, Apple App Store, Google Play Store, or payment gateway providers, upon thirty (30) days' notice.

3.6 Acceptance of Deliverables: Deliverables, including Initial Works, will be deemed accepted unless Customer notifies Otolink within 7 days of delivery.

3.7 Renewal: Unless otherwise specified in the applicable Quote, upon expiry of the Minimum Term, the Services shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiry of the then-current term.

4. Provision of the Services

4.1 License Grant: Subject to compliance, Otolink grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use Services and Initial Works for internal operations within the Territory.

4.2 Usage Restrictions: Services are limited to authorized Sites and Authorised Users. Additional charges apply for usage exceeding licensed quantities.

4.3 Support Services: Provided per the Support and Maintenance Terms.

4.4 Monitoring and Usage Data: Otolink may collect operational and technical data to provide, maintain, and improve Services, ensure compliance, protect security, and develop new products.

4.5 Indemnity: Customer shall indemnify Otolink for claims arising from breach of this Agreement or misuse of Services.

4.6 Hosting and Infrastructure: The Services may be hosted using Otolink infrastructure or third-party cloud and hosting providers. Customer acknowledges that availability and performance of the Services may depend on such third-party infrastructure providers.

4.7 Scheduled Maintenance: Otolink may perform scheduled maintenance and upgrades outside normal business hours and shall use reasonable endeavours to provide advance notice where reasonably practicable.

4.8 Security and Credentials: Customer shall be responsible for maintaining the confidentiality and security of user credentials and shall immediately notify Otolink of any unauthorized access, security breach, or suspected misuse of the Services.

4.9 Beta Features: Otolink may make beta, pilot, trial, or pre-release features available from time to time. Such features are provided “as is” without warranty and may be modified or discontinued at any time.

5. Integrations

5.1 Non-Otolink Products: Integration with third-party products is at Customer's risk. Otolink does not guarantee continued availability.

5.2 Liability: Otolink is not liable for degradation, damage, or destruction caused by Non-Otolink Products.

5.3 Support: Any support for integrations with Non-Otolink Products is charged at standard rates.

5.4 Third-Party Changes: Customer acknowledges that third-party providers may modify, suspend, restrict, or discontinue integrations, APIs, or services at any time. Otolink shall not be liable for any resulting interruption, limitation, or degradation of the Services.

6. Warranties

6.1 General Warranty: Each party has capacity to enter into this Agreement. Otolink warrants Services will materially conform to the Product Overview.

6.2 Notification: Customer must notify Otolink within five (5) Business Days of any breach.

6.3 Remedy: Otolink will correct non-conforming Services or terminate affected Service and refund pro-rata prepaid Charges.

6.4 Exclusions: Warranties do not cover misuse, unsupported versions, customer systems, or Non-Otolink Products.

6.5 Disclaimer: Except as expressly stated, Otolink disclaims all other warranties.

6.6 Custom Development Disclaimer: Any custom developments, integrations, or configurations requested by Customer shall be provided on a reasonable endeavours basis unless otherwise expressly agreed in writing.

6.7 App Store Disclaimer: Otolink shall not be liable for delays, rejection, suspension, removal, or restrictions imposed by Apple App Store, Google Play Store, or any third-party marketplace or platform provider.

6.8 No Business Outcome Warranty: Otolink does not warrant or guarantee any increase in sales, leads, revenue, customer engagement, operational performance, or other business outcomes arising from use of the Services.

7. Customer Responsibilities and Compliance

7.1 Responsibilities: Customer shall cooperate with Otolink, provide accurate information, grant access to premises and systems, maintain systems and infrastructure, and ensure Authorised Users comply with this Agreement.

7.2 Delays: Where Customer delays approvals, content delivery, integrations, testing, access, feedback, or responses for more than ten (10) Business Days, Otolink may revise project timelines, delivery schedules, resource allocations, and applicable Charges accordingly.

7.3 Audit: Otolink may audit Customer usage on 10 Business Days' notice.

7.4 Remedies: If excess usage or non-compliance is found, Customer shall pay back Charges, remedy non-compliance, and reimburse Otolink for audit costs.

7.5 Compliance with Laws: Customer shall ensure that its use of the Services complies with all applicable laws and regulations, including data protection, privacy, telecommunications, marketing, sanctions, and export control laws.

8. Payment

8.1 Currency: Payments are made in the currency specified in the Quote.

8.2 Terms: Payments due 30 days from invoice date (45 days if direct debit).

8.3 Late Payment: Overdue amounts accrue interest and may result in suspension of Services.

8.4 Invoice Disputes: Must be raised within 10 Business Days; undisputed amounts must be paid.

8.5 Taxes: Customer is responsible for applicable taxes.

8.6 Recurring Fees: Recurring fees shall be billed in accordance with the applicable Quote or billing cycle.

8.7 Third-Party Payment Processing: Otolink may use third-party services to process payments.

8.8 SMS Costs: Any SMS gateway usage fees are billed to Customer.

8.9 Suspension and Continuing Charges: Suspension of the Services due to Customer non-payment or breach shall not relieve Customer from its obligation to pay recurring Charges during the suspension period.

9. License Fee and Payment Terms

9.1 Initial Setup & Milestone Payments: Invoices issued at start and on milestones.

9.2 Payment Method & Currency: Bank transfer unless specified; currency as per Contract.

10. Project Schedule and Content Control

10.1 Schedule: Delivery per proposal; if not specified, 8–10 weeks from initial payment.

10.2 Customer Responsibility: Delegate single point of contact.

10.3 Content: Customer provides required content; delays may adjust payments.

11. Change Requests

11.1 Customization Development: Paid daily with 50% prepayment.

11.2 Additional Works: Not part of Initial Works.

11.3 Ownership: Otolink retains IP rights; not exclusive to Customer.

12. Acceptance

12.1 Review & Approval: Customer reviews deliverables; 7 days' notice period for corrections.

12.2 Implied Acceptance: Failure to respond constitutes acceptance.

13. Data

13.1 Customer Data Ownership: Customer retains ownership of uploaded or generated data.

13.2 IP Rights: Otolink retains all IP rights in Services, including branded apps and custom developments.

13.3 Data Usage rights: Customer grants Otolink the right to use anonymized, aggregated, statistical, and operational data for service improvement, analytics, reporting, AI training, product development, benchmarking, and platform optimization purposes.

13.4 Third-Party Data: Customer agrees that third parties may use Customer Data only with Otolink's consent and under agreed limitations.

13.5 Data Protection Compliance: Each party shall comply with applicable data protection and privacy laws in relation to the processing of personal data under this Agreement.

13.6 Customer Consents: Customer warrants that it has obtained all necessary rights, consents, approvals, and lawful basis required for the collection, processing, and use of Customer Data in connection with the Services.

14. Liability

14.1 Non-Excludable Liability: Liability for death, personal injury, fraud, or as required by law is not limited.

14.2 Excluded Liability: No liability for indirect, consequential, or lost profits.

14.3 Data Loss: Customer remedy is restoration from most recent backup.

14.4 Cap: Subject to clause 14.1, Otolink's total aggregate liability arising out of or in connection with this Agreement shall not exceed one hundred percent (100%) of the Charges paid by Customer during the twelve (12) months preceding the event giving rise to the claim.

14.5 Third-Party/Infrastructure: Otolink is not liable for subcontractor actions, third-party service failures, or network/equipment issues.

14.6 Exclusions from Liability Cap: Nothing in this Agreement shall limit or exclude liability arising from:

- fraud or wilful misconduct;
- breach of confidentiality obligations;
- infringement of Intellectual Property Rights;
- Customer misuse of the Services; or
- liabilities which cannot legally be excluded or limited.

15. Confidentiality

15.1 Obligation: Maintain confidentiality of all Confidential Information.

15.2 Permitted Disclosure: Disclose only to necessary personnel under equivalent obligations.

15.3 Notification of Breach: Notify Discloser immediately of any suspected misuse.

15.4 Reserved Rights: Confidentiality obligations are additional to statutory rights.

16. Suspension and Default

16.1 Suspension: Non-payment, material breach, security risks, or legal restrictions may trigger suspension.

16.2 Default: Otolink may remove Customer content from host space; outstanding charges remain payable.

16.3 Project Hold: Otolink may issue 30-day notice if Customer delays project acceptance; deposits may be forfeited.

17. Termination

17.1 For Cause: Material breach or insolvency.

17.2 For Convenience: Otolink may terminate the affected Services upon written notice if the Services, required third-party licenses, or underlying infrastructure become unavailable or commercially impracticable to provide.

17.3 Early Termination Charges: Customer pays remaining Charges if termination is for cause.

17.4 Project Hold Termination: Project on hold and not accepted within notice period may be terminated with forfeiture of deposits.

17.5 Effect of Suspension or Termination on Third-Party Services: Termination or suspension of the Services may result in the suspension or cancellation of third-party integrations, APIs, hosting services, SMS gateways, payment gateways, or marketplace listings connected to the Services.

18. Consequences of Termination

18.1 Upon termination or expiry of this Agreement for any reason:

- All rights and licenses granted to Customer shall immediately terminate
- Customer shall cease all access and use of the Services
- Any outstanding Charges, including unpaid invoices and committed Minimum Term fees, shall become immediately due and payable

18.2 Data Handling Upon Termination:

- Customer may request export of its Customer Data within thirty (30) days of termination, subject to payment of all outstanding fees. Otolink may charge its standard professional services rates for data extraction, formatting, or migration assistance.
- After this period, Otolink reserves the right to delete Customer Data without liability

18.3 No Refunds: Except as expressly stated in this Agreement, no refunds shall be due upon termination.

19. Post Project Alterations

19.1 Any changes, enhancements, or modifications requested by the Customer after project completion or acceptance shall be treated as Change Requests.

19.2 Such changes are not included within the Initial Works scope and will be:

- Subject to separate scoping and approval
- Charged at Otolink's prevailing rates

19.3 Otolink is not obligated to implement post-project changes unless agreed in writing.

20. Third Party Services

20.1 The Services may include or rely on integrations with third-party systems, platforms, or providers ("Third Party Services").

20.2 Otolink does not control and is not responsible for:

- Availability, performance, or functionality of Third Party Services
- Any changes, interruptions, or discontinuation imposed by such providers

20.3 Customer acknowledges that use of Third Party Services may be subject to separate terms and conditions imposed by the relevant providers.

20.4 Any costs, fees, or charges imposed by Third Party Services (including but not limited to telephony, SMS gateways, hosting, or APIs) shall be borne by the Customer unless otherwise agreed.

20.5 Service Availability Exclusions: Any service levels, uptime commitments, or availability calculations shall exclude downtime or failures caused by:

- Third-party providers;
- Telecommunications failures;
- Customer systems or infrastructure;
- Force majeure events;
- Internet disruptions; or
- Scheduled maintenance.

21. Ownership, Intellectual Property Rights, and Data

21.1 Otolink Ownership:

All Intellectual Property Rights in the Services, including Products, platforms, software, configurations, custom developments, and branded applications, shall remain the sole property of Otolink.

21.2 License to Customer: Customer is granted a limited, non-exclusive, non-transferable, and non-sublicensable license to use the Services during the Term, strictly in accordance with this Agreement.

21.3 Customer Data: Customer retains ownership of all Customer Data. Otolink shall process such data solely for the purpose of delivering the Services and in accordance with applicable laws.

21.4 Data Usage Rights: Customer grants Otolink the right to use anonymized and aggregated data for:

- Service improvement
- Analytics and reporting
- Product development

21.5 Restrictions: Customer shall not:

- Copy, modify, reverse engineer, or create derivative works from the Services
- Attempt to access source code or underlying systems
- Use the Services to build competing products

21.6 Survival: This clause shall survive termination of the Agreement.

21.7 Feedback: Any suggestions, enhancement requests, recommendations, or feedback provided by Customer may be freely used by Otolink without restriction or compensation.

22. Media Delivery Requirements

22.1 The Customer has to provide the content to Otolink electronically in the resolution size and format file type mentioned by Otolink. Otolink will not edit or amend any content that isn't supported or not specified during the project.

22.2 The specific requirements will be discussed and agreed with the Customer prior to commencement of the project. Although every reasonable attempt shall be made by Otolink to return to the Customer any content provided for use in creation of the Customer's Application, such return cannot be guaranteed.

23. General

23.1 Feedback: Otolink may freely use Customer feedback.

23.2 Publicity: Otolink may identify Customer as a customer in factual marketing materials unless Customer objects in writing.

23.3 Non-Solicitation: Customer shall not directly or indirectly solicit, employ, engage, or attempt to employ or engage any employee, consultant, or contractor of Otolink during the Term and for twelve (12) months following termination or expiry of this Agreement without Otolink's prior written consent.

23.4 Force Majeure: Excuses performance, with notice obligations; termination possible if exceeds 3 months.

23.5 Transfer and Subcontracting: Customer may not assign without consent; Otolink may assign or subcontract.

23.6 Third Party Rights: No third-party rights under this Agreement.

23.7 Variation: Otolink may update or modify the Services from time to time provided such changes do not materially reduce the core functionality of the Services. Any amendment to this Agreement shall require written notice to Customer.

23.8 Waiver: Leniency does not constitute waiver.

23.9 Severability: Invalid provisions do not affect remainder.

23.10 Entire Agreement: Supersedes all prior agreements.

23.11 Order of Precedence: In the event of any conflict or inconsistency between the Quote, Statement of Work, Commercial Terms, SLA, and these Terms and Conditions, the following order of precedence shall apply:

1. Quote;
2. Statement of Work;
3. SLA;
4. These Terms and Conditions.

23.12 Electronic Signature: This Agreement and any related Quote, SOW, or Order Form may be executed electronically and in counterparts, each of which shall be deemed an original.

24. Notices, Governing Law, and Jurisdiction

24.1 Notices: In writing via hand, post, or email; deemed delivered per specified timelines.

24.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates as applicable in the Emirate of Dubai.

24.3 Jurisdiction: The courts of Dubai, United Arab Emirates, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement unless otherwise specified in the applicable Territory-Specific Terms.

24.4 Contact: Notices sent to addresses specified in Quote or updated communications.

25. Miscellaneous

25.1 Relationship of Parties: Independent contractors.

25.2 Compliance: Each party complies with applicable laws.

25.3 Survival: Any provisions which by their nature are intended to survive termination or expiry of this Agreement shall remain in full force and effect, including but not limited to clauses relating to:

- payment obligations;
- confidentiality;
- intellectual property rights;
- data handling;
- audit rights;
- liability limitations; and
- dispute resolution.