



GENERAL TERMS AND CONDITIONS

Effective Date as of February 24, 2023

1. DEFINITIONS

In these General Terms and Conditions, the following terms shall have the following meanings, except where stated otherwise:

- **Account:** The Consumer's personal account with which access to the Products can be obtained;
- **Agreement:** Every agreement between Comity and Consumer on the basis of which Comity delivers Products to Consumer;
- **Consumer:** An individual or business entity who have entered into this Agreement with Comity;
- **Day:** Calendar Day;
- **Digital Content:** Data, including all audio- and video files, educational program materials, including tutorials, courses, (web) applications, concepts, images, texts, documentation, reports and (other) creations of the mind, as well as all digital physical storage media and any other electronic media capable of receiving the Products;
- **Fees:** The purchase fees and/or recurring subscription fees listed on the Website for the Product;
- **Intellectual Property:** Rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, software and any and all other forms of Intellectual Property, as well as rights to knowhow, trade secrets, wheresoever and howsoever arising, whether registered or unregistered, anywhere in the world;
- **Force Majeure Event:** Any failure or delay in performing an obligation under this Agreement that is due to circumstances beyond Comity's control, including but not limited to acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, power failure, malfunction or maintenance of internet, computer network or telecommunications facilities, breakdown of web host, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, labour difficulties, fire, explosion, generalised lack of availability of raw materials or energy;
- **General Terms and Conditions:** These present terms and conditions;
- **Privacy Policy:** Comity's Privacy Policy published on the Website from time to time;
- **Reflection Period:** The period during which Consumers may use their right of withdrawal;
- **Product:** The services and/or products, including gift cards that Comity shall deliver to Consumer pursuant to this Agreement;
- **Sustainable Data Carrier:** Any means, including email, that allow the Consumer or Comity to store information directed to the Consumer personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined, and which makes unaltered reproduction of the stored information possible;
- **Comity:** The company Comity Vanguard Marketing Management Co. L.L.C, located at office No. 43-44, P.O. Box 385329, Dubai Municipality, Bur Dubai, Al Fahidi, Dubai, United Arab Emirates and registered with the Registry of Corporate Affairs under number 1298992.
- **Website:** Name of the website of Comity, being www.thecomity.com and any subdomains thereof, mobile applications, emails, the Comity Web office or other platforms through which Consumers can access the Products.
- **Third Party:** Payment providers, digital identity verifiers and other financial institutions.



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2. APPLICABILITY

2.1. These General Terms and Conditions set out the terms and conditions that apply to every Agreement concluded by Comity and the Consumer for use of the Products offered by Comity, unless explicitly agreed otherwise in writing. Comity explicitly rejects the applicability of any terms and conditions used by the Consumer.

3. EXECUTION OF THE AGREEMENT

3.1. The Consumer's use of the Products is conditioned on the acceptance of this Agreement. By using any Product or by checking the acceptance box at the check-out page, the Consumer accepts and agrees to be bound by all the terms and conditions of this Agreement, as well as any additional terms specific to the particular Products the Consumer purchases.

4. THE PRODUCTS

4.1. Comity will provide the Consumer with the Products purchased on the Website, subject to the terms and conditions of this Agreement. Descriptions of the Products are available on the Website. Comity may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the Website. Comity is not responsible for the products and services provided by such third parties.

4.2. Comity reserves the right to modify, enhance, or supplement the Products and/or these General Terms and Conditions at any time in its sole discretion, provided that those modifications do not materially and adversely affect the Consumer's rights or obligations under this Agreement.

5. ACCOUNTS AND REGISTRATIONS

5.1. To receive any Product, the Consumer must obtain an invitation to create an account or otherwise register on the Website. Such registration data shall include, but not be limited to name, address, email address, credit card number and other billing information. Comity itself does not store, hold, process, or access credit card information. That transaction is handled in its entirety by our third-party secure payment processor. Comity reserves the right, in its sole discretion, to refuse or cancel any such registration or Products activation request for any reason or no reason and shall not be obligated to provide any Product to the Consumer unless and until the Consumer's credit card has been charged for the applicable Fee. Comity's use of any personal registration information is governed by Comity's Privacy Policy.

5.2. The login details are strictly personal and must not be disclosed to third parties by the consumer. Consumers are responsible for their login details, even if this is done without their knowledge. Consumers shall immediately alert Comity if they suspect that their login details are known by an unauthorised third party or in the event of irregularities. The Consumer shall not be allowed to register or manage an account (again) after Comity has denied the request of the Consumer to create an account or after cancellation of the registration.



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6. PAYMENT

- 6.1. The Consumer agrees to pay Comity any Fees listed on the Website. Completion and submission of any purchase or withdrawal form authorises Comity, with the assistance of a Third Parties to charge the credit card or other billing information specified by the Consumer for all such Fees and any related taxes corresponding to the selected purchase or withdrawal. Such charges will be made on a one-time or recurring basis which will grant access to the Products for the selected Subscription Period(s), unless indicated otherwise. Unless stated otherwise on the web pages applicable to a given Product, each Product will be provided and billed on a one-time or recurring basis measured from the day of payment activation and continuing in intervals corresponding to the selected Subscription Period(s), as applicable.
- 6.2. If Comity, with the assistance of a Third Parties cannot charge the Consumer's payment method for any reason (such as expiration or insufficient funds) and the Consumer has not cancelled the Product, the Consumer shall remain responsible for any uncollected amounts and Comity, with the assistance of a Third Parties will attempt to charge the payment method as the Costumer may update Customer payment method information. Comity reserves the right to cancel the Products if Comity, with the assistance of a Third Parties is unable to successfully charge the Consumer's payment method on the applicable billing date.
- 6.3. Certain Products may offer an upgrade or downgrade at any time using the Website or otherwise with the consent of Comity and the Consumer shall pay any additional Fees or charges as described for such upgrade or downgrade.
- 6.4. Any failure to pay the amounts due under this Agreement will be a material breach of the Costumer's obligations under these General Terms and Conditions. Without limiting any other remedies available to Comity, the Consumer agrees to fully reimburse Comity for any costs and expenses that Comity may incur in connection with collecting or attempting to collect any such unpaid amounts.
- 6.5. Comity may block and/or suspend the provision of or access to the Products if any Fees are unpaid or become overdue (whether in whole or in part). Comity may at its sole discretion recommence or restore the provision of or access to the Products if any overdue invoice for Fees is paid.
- 6.6. Consumer shall pay the Fees by credit card, electronic funds transfer, direct debit, or in any other manner agreed by Third Parties that serve the Comity. Unless otherwise stated, Fees are exclusive of VAT.
- 6.7. Consumers must not deduct or set-off any amount owed by Comity or any amount which the Consumer reasonably anticipates will become owed by Comity from any amount due to Comity under these General Terms and Conditions.



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6.8. The Consumer has the duty to inform Comity promptly of possible inaccuracies in the payment details that were given or specified. Payment orders at the bank or giro institute are for the account and risk of the party giving (or authorising) the payment order.

7. DISCOUNTS

7.1. Any special offers, promotional deals, and money-off vouchers (hereinafter the "Discounts") shall only be valid during the period of validity and subject to the conditions of each offer. Discounts may not under any circumstance be converted into a sum of money which is reimbursable or payable to the Consumer. Discounts shall be subtracted from the value of the Consumer's purchase excluding VAT. Unless otherwise mentioned in a specific Discount offer, the Consumer shall be barred from using several Discounts cumulatively when purchasing Products.

8. IN-SITE CURRENCY

8.1. Your account may contain in-site currency. These may be used for payment or recurring payments of purchases made on the Website. In-site currency cannot be redeemed for withdrawal. In-site currency can be acquired in a variety of ways, including without limitation, in connection with an unsatisfactory purchase or customer experience by engaging with payment providers available through the Website. In-site currency are for lawful personal use only.

8.2. In-site currency do not expire and we do not assess any service fees for non-use. Shop credits do not accrue interest.

8.3. If the value of your purchase is less than the value of the in-site currency, your spend will be deducted and the remaining balance can be redeemed when you next make a purchase. Purchase amounts that exceed the value of the shop credits will require an additional method of payment for the balance due.

8.4. In-site currency cannot be transferred to another account.

8.5. Comity will not be responsible for any lost or stolen in-site currency.

8.6. We reserve the right to correct the balance of your in-site currency if we believe that a clerical or account error has occurred.

9. PRICING MODIFICATIONS

9.1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, except changes in price due to changes in VAT rates. Notwithstanding the foregoing, Comity may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the control of Comity, at variable prices. The offer will state the



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possibility of being subject to fluctuations and the fact that any indicated prices are target prices. Price increases within 3 months after concluding the Agreement are permitted only if they are

the result of new legislation. Price increases from 3 months after concluding the Agreement are permitted only if Comity has stipulated it and they are the result of legal regulations or stipulations, or the Consumer has the authority to cancel the Agreement before the Day on which the price increase starts.

10. CANCELLATION OF PRODUCTS

10.1. Comity reserves the right to cancel any individual purchase or Product immediately and without notice in the event that the Consumer breaches any provision of this Agreement or any other terms that apply to that purchase or Product.

10.2. Comity may at any time, for any reason, alter, modify, deprecate or discontinue the availability of any Products, including but not limited to any third-party content, services or related API's, with or without notice to the Consumer and without liability to the Consumer or any third party.

10.3. No refunds will be available on account of any purchase or Product cancellation by either party and Comity does not provide refunds or credits for any partial or remaining periods, except as expressly provided in the section entitled "Right of Withdrawal" below.

11. RIGHT OF WITHDRAWAL

11.1. Under the Distance Selling Regulation digital access rights and/or Digital Content not delivered on a Sustainable Data Carrier are neither goods nor services, meaning the law is a little different and there is no 'Reflection Period'. By purchasing any Product that grants Consumers digital access to an electronic environment and/or Digital Content not delivered on a Sustainable Data Carrier, Consumers acknowledge and consent that the Agreement will be immediately executed and will cause the Consumers' withdrawal right to lapse and Consumers hereby irrevocably waive the right to a statutory refund if Consumers changes their mind.

12. SOLE AND EXCLUSIVE REMEDY

12.1. If Consumers are dissatisfied with any purchase or Product or any portions thereof, the Consumers' sole and exclusive remedy is to cancel their account or the given Product according to this Agreement. No refunds are available except as stated under Right of Withdrawal.

13. INTELLECTUAL PROPERTY

13.1. The Consumer agrees and understands that Comity owns or is licensed to use or has an official permission issued by the product owner to use all Intellectual Property in the Products and the Website.



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13.2. Comity licenses the Consumer to use the Products in accordance with these General Terms and Conditions. Other than the rights expressly granted to the Consumer in this Agreement, nothing contained herein shall be construed as granting to the Consumer or any other party any rights, title, or interest in and to Comity's Intellectual Property Rights. The Consumer shall not copy, hack, alter or disseminate the Products or Website in any way, nor allow any third party to do so.

14. DISCLAIMER

14.1. The Consumer warrants that the Products meets the Consumer's needs. The Consumer uses the Products and the Website solely at its own risk. The Consumer acknowledges and agrees that Comity is not licensed to provide financial advice or financial services. The Consumer warrants, states and represents that he/she has full knowledge of the effect of these General Terms and Conditions on his/her financial position and has obtained his/her own independent professional and financial advice from a duly qualified and licensed adviser separately to any use of the Products, or has decided not to do so, prior to entering into this Agreement that Consumer shall use the Products hereunder freely and voluntarily without duress or pressure to do so from Comity and shall not rely upon the Products as a substitute for specific financial or other advice.

14.2. The Consumer hereby releases and discharges Comity and its officers, employees, agents and assigns from and against any liability arising as a consequence of any advice provided in connection with the Products.

15. REPRESENTATIONS AND WARRANTIES

15.1. If the Consumer needs any permit or other permission from a government agency or third party for the intended use of the Products, it is the Consumer's responsibility to obtain such permits or authorisation. Consumer guarantees Comity that his/her has all permits and permissions required for the intended use of the Products by Consumer. In using or accessing the Products, the Consumer must comply with the end-user obligations contained in such third-party terms and conditions. The Consumer's use of the Products indicates her/his agreement to be bound to, and to only use the Products in accordance with the end-user obligations referenced therein.

15.2. The Consumer promises, represents and warrants that he/she will safeguard his/her account username and password by not disclosing his/her password to any third party, and the Consumer will assume responsibility for any and all harm or liability attributable to him/her or any other person accessing his/her account or any Products with his/her username and password. The Consumer will not copy, sell, redistribute, license, sublicense, or otherwise transfer his/her account, or any materials provided to him/her in connection with the Products, to any third party without Comity's written consent. The Consumer will comply with all state laws and regulations governing his/her actions under this Agreement; and the Consumer has the full power and authority to enter into this Agreement and to perform his/her obligations hereunder.



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- 15.3. Without limiting its other remedies, Comity may refuse or cancel the Consumer's account or Products at any time for any violation of the foregoing promises. Comity will not be liable for any loss or damage the Consumer suffers because Comity has exercised its rights under this clause. Comity's rights and entitlements hereunder are in addition to the rights which Comity may have at law or in equity.

16. GENERAL INDEMNITY

- 16.1. To the fullest extent permitted by law, the Consumer agrees to indemnify, hold harmless, and (at Comity's request) defend Comity and its officers, directors, shareholders, and representatives from and against any and all liability, damages, losses, costs, or expenses (including but not limited to reasonable attorneys' fees and expenses) incurred in connection with any claim related to (a) the Consumer's breach of any term, condition, representation, warranty, or covenant in this Agreement; (b) any unlawful, negligent, fraudulent or indictable act or omission of the Consumer or any of its officers, employees or agents; (c) the use or misuse of any Products by the Consumer; (d) the information the Consumer supplies to Comity or makes available to any third party, including his/her registration data, except to the extent of any contributory negligence by Comity. This obligation shall survive any termination of your relationship with Comity.

17. LIMITATION OF LIABILITY

- 17.1. To the extent permitted by law, Comity does not accept any liability for loss, theft, destruction, or improper use of the Products, unless this is the result of negligence on the part of Comity.
- 17.2. Comity cannot be held liable for loss of turnover, use, profit, expected profit, contracts, income, goodwill or expected savings; loss of details or of use of details; or consequential loss, extraordinary loss or indirect loss or other economic loss, including if it has been informed of the possibility of such loss.
- 17.3. Without prejudice to the conditions of this Agreement, Comity's liability towards the Consumer is limited to the amount of the total value of the Fees paid by the Consumer under these General Terms and Conditions up to the date the claim is made, and all damage or expense over and above such amount shall be the responsibility of the Consumer.
- 17.4. Nothing in this agreement serves to exclude or limit liability for death or personal injury due to wilful and gross negligence or any other form of liability that cannot legally be excluded or limited.
- 17.5. Comity may decline any claim which does not comply with these General Terms and Conditions, or which is not covered by these General Terms and Conditions, in which case Comity may give notice to the Consumer that the claim is declined, and the Consumer shall be responsible for Comity's reasonable costs of receiving, processing, assessing, and declining the



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Consumer's claim. Comity may invoice the Consumer any such costs incurred by it and the Consumer shall promptly pay the invoice within seven (7) days of the date of the invoice.

18. FORCE MAJEURE

18.1. To the extent permitted by law, Comity will not be liable for any loss (either direct or consequential loss) and will not be in default under these General Terms and Conditions if it fails to comply with any obligation in connection with the Products to the extent the cause thereof is a Force Majeure Event.

19. COMPLAINT PROCEDURES

19.1. For questions, complaints or comments the Consumer can contact Comity by sending a message to support@thecomity.com.

19.2. Comity shall handle messages as soon as possible and will send a substantive reply within a period of 14 working days calculated from the date of receipt. Should a message require a foreseeable longer time of handling, Comity shall respond with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

19.3. If the Consumer is dissatisfied with the way in which Comity handled a complaint, the Consumer may also submit this complaint to a designated arbitration board.

20. PRIVACY AND SECURITY

20.1. Comity respects the privacy of the Consumer. Comity treats and processes all personal data transmitted to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The Consumer agrees to this processing. For the purpose of protecting the Consumer's personal data, Comity observes appropriate security measures.

For more information about privacy, reference is made to the Privacy Policy on the Website.

21. ADDITIONAL PROVISIONS

21.1. The rights the Consumer has under this Agreement are in addition to and do not affect the statutory rights and remedies the Consumer has under applicable consumer protection law. In the event of conflict between this Agreement and applicable consumer protection law, the statutory rights under applicable consumer protection law shall prevail.

21.2. Subject to any written agreement to amend the terms hereof, these General Terms and Conditions constitute the sole and entire agreement between the Consumer and Comity with respect to the Products. Any possible derogations in respect of these General Terms and Conditions may be agreed upon only in writing. The administration of Comity serves as proof of purchase orders and requests of the Consumer unless the Consumer proves otherwise. The



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Consumer acknowledges that electronic communication can serve as proof. No warranties, representations, guarantees or other terms or conditions of any kind not contained and recorded in these General Terms and Conditions are of any force or effect.

- 21.3. Comity may at its sole discretion transfer or assign the rights and obligations under this Agreement to any third party, without the Consumer's consent. Comity may also license or sub-contract all or any part of its rights and obligations without the Consumer's consent. The Consumer shall not transfer or assign all or any part of its rights and obligations hereunder.
- 21.4. In case and to the extent that any provisions of these General Terms and Conditions are cancelled or declared invalid or unenforceable, that provision shall be severed from these General Terms and Conditions and the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired in any way. If any part of this Agreement is held to be unenforceable, Comity shall draw up a new provision to replace the null/nullified provision, duly observing as much as possible the object and purpose of the annulled provision and the remainder of the Agreement will remain in full force.
- 21.5. The failure by Comity to enforce any provision of these General Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect Comity's right to subsequently enforce that provision.
- 21.6. Any party signing or executing or otherwise accepting these General Terms and Conditions on behalf of the Consumer as the Consumer's director, officer, attorney or representative hereby warrants, states, and represents in his or her personal capacity that he or she is duly authorised and permitted to do so by the Consumer and by law.

22. APPLICABLE LAW

- 22.1. Unless rules of mandatory (consumer) law dictate otherwise, these General Terms and Conditions, and Consumer's use of the Products are governed exclusively by the laws of Emirate of Dubai, United Arab Emirates and will be submitted to the Dubai Courts in the district where Comity has its registered place of business. Notwithstanding the foregoing, Comity shall always have the right to institute legal proceedings in any court of competent jurisdiction whether under these General Terms and Conditions or any other agreement.