



## Shams Referral Terms and Conditions

### 1. GENERAL

#### 1.1. To be eligible for Shams' client referral program ("Program"):

- You must refer a client that has not engaged with Shams in any previous or current business transaction;
- The referral shall be applicable only upon the completion of a transaction with Shams for a business license of at least one (1) year;
- You must complete and submit Shams' referral form available at <https://www.shams.ae/referral-campaign> ("Link");
- In exchange for the Referral, you shall be entitled to receive Arab Emirates Dirhams One Thousand Five Hundred (AED 1,500) ("Award");
- To claim the Award, you may be requested by Shams to provide your identification details, such as Emirates ID, passport copies or other similar documents;
- The Award shall be paid to you in the form of **wire transfer** within thirty (30) calendar days from the date of the referral confirmation.
- For the avoidance of doubt, 'referral confirmation' means completion of the transaction by the client under clause ii.

#### 1.2. You agree and acknowledge that Shams, in its sole discretion, reserves the full right and authority to reject referrals for any reason.

#### 1.3. In the event of a breach of these terms and conditions ("Terms") or applicable laws of the United Arab Emirates, Shams reserves the right to cancel, reject or otherwise abrogate the Award owed to you.

#### 1.4. The intention of the Program is to refer prospective clients to Shams. However, you agree to not engage in any of the following activities in connection with the Program:

- Post any information or material, through the Link, that is illegal, untrue, inaccurate, defamatory, threatening or otherwise malicious in nature;
- Infringe Shams' intellectual property, including without limitation, Shams' brand, logos, trademarks or otherwise;
- Attempt to circumvent any protective administrative and/or technological measures associated with the Program;
- Post, upload, transmit or otherwise distribute advertisements or other marketing collaterals through the Link;
- Impersonate or misrepresent the client and its respective details;
- Collect information about clients without explicit authorization;
- Interfere with, or attempt to interfere with, access to the Program's network or the Link;
- Use the Program or the Link in any way that is deemed unlawful or prohibited through these terms and conditions and applicable laws; or



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- Use the Link to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan, horse, worm, keystroke logger, rootkit or other malicious computer software.
- 1.5. Shams may, in its sole discretion, prohibit you from participating in the Program or from receiving the Award if Shams determines that you are attempting to undermine the fairness, integrity or legitimacy of the Program in any way by cheating, hacking, deception, or any other unfair practices.
- 1.6. Use of any affiliate website, affiliate networks, automated systems or scripts is strictly prohibited and shall result in a disqualification from the Program.
- 1.7. You shall not enter multiple or fake email addresses or accounts, use fictitious identities or use any system, bot or other device to participate in the Program or to receive the Award.
- 1.8. You acknowledge that Shams may store, record or document any information exchanged through the Link. Shams utilizes the most up-to-date applications and security systems to ensure that all data entered online, through the Link is encrypted.
- 1.9. You must ensure the accuracy and authenticity of any and all the information supplied to Shams, through the Link. Where you become aware that any information supplied is incorrect, invalid or outdated, you must amend such information as soon as reasonably possible.
- 1.10. You accept responsibility for the information supplied to Shams, through the Link. Shams shall not be held responsible for any misinterpretation of information due to ambiguously worded text or otherwise.
- 1.11. Through participation in the Program, you agree to be bound by these Terms, Shams' privacy policy and other applicable regulations.
- 1.12. In no event shall Shams be held responsible for the possible or actual occurrence of any of the following:
  - Inaccurate or incomplete information relating to the client;
  - Data corruption, theft, destruction, unauthorized access to or alteration of any relevant materials;
  - Any errors or omissions related to administrative or technological procedures, whether related to the Program or to the Link;
  - Claims, demands, damages, disputes or otherwise between you and the client; or
  - Any other injuries, losses, damages arising out of or in connection with the Program.
- 1.13. You hereby agree and acknowledge your duty to indemnify, defend, release and hold harmless Shams, its affiliates, subsidiaries, together with their respective employees, directors, officers and shareholders, from any and all claims, actions, demands, damages, losses, liability, costs or expenses cause by , arising out of , in connection with, or related to your participation in the Program (including without limitation, any property loss, damage, personal injury or death caused to any persons and/or the awarding, receipt or misuse of the Program or any Award).



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- 1.14. You are, and shall remain, responsible for determining that your participation in the Program and receipt of the Award is in compliance with all applicable laws, policies and procedures.
- 1.15. Shams shall not be held responsible, nor shall it assume any liability in connection with the Program, the Award or any other obligations, commitments, requirements or otherwise on your behalf.
- 1.16. The Program and the Award are provided on an “as is” basis without any warranties or covenants of any kind, whether express, implied or legislation, including without limitation, warranties or merchantability, fitness for a particular purpose, title, accuracy, completeness, reliability and non-infringement.
- 1.17. In no event shall Shams be held liable for any direct, special, indirect or consequential damages, or damages of any other kind, regardless of predictability, arising out of or in connection with the Program or the Award.
- 1.18. If applicable, you shall be fully responsible for your own corporate and tax liabilities. You shall compensate Shams for any losses incurred by Shams as a result of your failure to abide by the regulations imposed through these Terms, relevant governing bodies and applicable laws.
- 1.19. Shams reserves the right to amend these Terms at any time, without notice. Your continued participation in the Program, following such amendments, represents your agreement to be bound by these terms and conditions as amended.
- 1.20. Shams further reserves the right to discontinue, alter, modify or change, all or any part of the Program or the Link, and to stop publishing at any time, in its sole discretion, without any notice or explanation.
- 1.21. As a result of any discontinuation, alteration, modification or change, you shall not be entitled to any form of compensation or other payment upon such discontinuation or alteration of the Program.
- 1.22. Shams reserves the right to disqualify you and/or cancel any Award, in the event of a discovery of tampering with the entry process or the operation of the Program or violating these Terms.
- 1.23. Any attempt to deliberately damage or undermine the legitimate operation of the Program may result in violations of criminal and civil natures and will result in immediate disqualification from participation in the Program. Should such an attempt be made, Shams reserves the right to seek remedies and damages, to the maximum extent as permitted by the relevant laws of the United Arab Emirates.
- 1.24. Shams shall not be held responsible for any failure to perform, or delay in the performance of, any of its obligations under these Terms that is caused by events outside of Shams' reasonable control, including without limitation, acts of God, global health pandemics, internet failures, malfunction of data/database, software or otherwise, fires, floods, severe weather conditions, explosions, war, acts of terrorism, industrial disputes (whether or not involving Shams' employees) or acts of local or central governments or other competent authorities.



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## 2. GOVERNING LAW AND JURISDICTION

- 2.1. These Terms shall be governed by, and construed in accordance with, the laws of the Emirate of Sharjah.
- 2.2. All involved parties agree that Sharjah Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter.