



Yakoon Terms and Conditions

The following are the terms and conditions for use of Yakoon's Service ("Yakoon" Service" or "the Service") by the User or the User (hereinafter referred to as "the User"). Please read them carefully.

Important: by installing Yakoon product and/or accessing any part of Yakoon's services The User is agreeing to all the terms and conditions of the agreement, and consent to be bound by and become a party to this service agreement. Should the User not agree to all the terms and conditions of this service agreement, or cannot comply with these terms and conditions, He/she/ it should terminate the registration process, therefore surrendering any and all authority to use the service. If the client is deemed to have ordered the service, yakoon's acceptance is expressly conditioned upon assent to all the terms and conditions of this service agreement, to the exclusion of all other terms, if these terms are considered an offer by Yakoon acceptance is expressly limited to these terms.

The Service

The Service consists of a browser interface, message application, SMS gateway access, e-mail facility, data encryption, data transmission, data access, data storage and, if applicable, synchronization software. The User is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Service. Yakoon makes no guarantees as to the continuous availability of the Service or any specific feature(s) of the Service. Yakoon reserves the right to change or terminate the Service and/ or alter the terms and conditions of this Agreement at any time without notice and with immediate effect. The sender ID, although the User is able to specify it, is not a guaranteed feature of this product.

Use of Proprietary Software

Subject to the terms and conditions of this Service Agreement and the law of Kuwait, Yakoon grants the User an individual, personal, non-sub licensable, non-exclusive and non-transferable license ("the License") to use its proprietary software and/or application service, in object code form only, and only in accordance with the applicable end User documentation, if any, and only in conjunction with the Yakoon Service Agreement. The User will not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software/ application; or copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the software/application; use the software/application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with regard to Yakoon products and/or services. As between the parties, the User acknowledges



that Yakoon, and its licensors retain ownership of all propriety applications, software, intellectual property "IP" and any portions or copies thereof, and all rights

Therein Upon termination of this Service Agreement for any reason, this License will terminate and the User shall destroy and cease to use all software and applications. The software is provided and applications are offered, "As is" and subject to the warranty disclaimers and limitations of liability found in this service agreement.

Member Account, Password and Security

To open an account for usage of the Service, the User must complete the registration process by providing us with current, complete and accurate information as prompted by the Membership/registration Form. The User will also choose a password and a User name to be assigned. The User is entirely responsible for maintaining confidentiality with regard to its password and account information. Furthermore, the User is entirely responsible for any and all activities that occur under its account. Yakoon will not be held liable to any third party claims and or actions taken with respect to services offered. The User agrees to notify Yakoon immediately of any unauthorized use of its account or any other breach of security.

Member Privacy

It is Yakoon's policy to respect the privacy of the User. Yakoon will not monitor, edit, or disclose any personal information about the User or the User's Yakoon account, including its contents, without the User's prior permission unless Yakoon has a good faith belief that such action is necessary to:

Conform to legal requirements or comply with legal process;

Protect and defend the rights or property of Yakoon;

enforce this Service Agreement or protect Yakoon's business or reputation, including without limitation upon termination, cancellation or suspension of this Agreement by Yakoon;

Respond to request for identification in connection with claim of copyright or trademark infringement by the User or a claim by a third party that the User is using the Service in connection with an infringing, illegal or improper activity; or

Act to protect the interests of the User or others. Yakoon's service transmits the Sender's name (From field) and/or email address with each message that you send. For more information, see Yakoon's Privacy Policy. The User agrees that Yakoon may access its account, including its contents, as stated above or to respond to service or technical issues.

Message and Other Limitations

Yakoon assumes no responsibility for the deletion or failure to store information. Yakoon has set no fixed upper limit on the number of messages the User may send through the Service; however, Yakoon reserves the right, at its sole discretion, to determine whether or not the User's conduct is consistent with the letter and spirit of the Service Agreement and may



terminate the Service if the User's conduct is found to be inconsistent with the Agreement. Yakoon may, in the future, with prior notification, limit the amount of storage space available to each Member.

Member Conduct

Any unauthorized commercial use of the Service, or the resale of the Service, is expressly prohibited. The User agrees to abide by all applicable local, national and international laws and regulations and are solely responsible for all acts or omissions that occur under its account or password, including the content of any transmissions through the Service. By way of example, and not as a limitation, the User agrees not to:

Use the Service in connection with chain letters, junk mail, junk SMS messages, spamming or any duplicative or unsolicited messages (commercial or otherwise);

Harvest or otherwise collect information about others, including email addresses, without their consent;

Create a false identity or forged email or mobile phone address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;

Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;

Libel, defame or slander any person, or infringe upon any person's privacy rights;

Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs;

Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;

Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;

Interfere with another User's use and enjoyment of the Service or another entity's use and enjoyment of similar services; or

Engage in any other activity that [Yakoon] believes could subject it to criminal liability or civil penalty or judgment.



Your Right to Cancel

Termination or Cancellation by the User. The User is free to terminate or cancel this Agreement at any time, and for any reason; provided, however, for such termination or cancellation to be effective the User must carry out such termination in accordance with the policies and procedures established by Yakoon, which will be posted in the Billing Information section or similar location within the Yakoon web site. Any questions concerning the appropriate method by which to cancel this Agreement, should be addressed to support@yakoon.com

Modification of Terms, Termination, Cancellation and Suspension

Yakoon frequently updates, modifies, and otherwise continually seeks to improve the Yakoon services and products. Such changes often dictate that we simultaneously modify our Terms and Conditions of Use. As such, Yakoon shall have the right to modify the terms of this Agreement and to change or discontinue any aspect or feature of the Yakoon service, in either case, as it deems reasonably necessary. Such changes shall be effective immediately upon posting of such addition, change, or deletion. Any use by the User of the

Service after any such change has been posted shall constitute the acceptance of any such changes. If the User does not agree with any such changes, the Service may be cancelled in accordance with the procedures for cancellation set forth in this Agreement. The User acknowledges its responsibility to review this Agreement from time to time and to be aware of any such changes. The current version of this Agreement may be obtained at www.Yakoon.com, under terms and conditions.

Termination, Cancellation and/or Suspension by Yakoon; Disclosure of Information. This Agreement and the license granted hereunder may be terminated, cancelled and/or suspended by Yakoon at any time if, in Yakoon's sole discretion, the User breaches these Terms of Service. Such termination, cancellation and/or suspension by Yakoon shall be effective immediately upon notification by Yakoon to the User in any reasonable manner, including but not limited to, notification by e-mail. Upon, during, and/or after any such breach, Yakoon may elect to suspend, terminate and/or cancel this Agreement and/or recover any and all damages from the User arising from or relating to the event(s) giving rise to the suspension, termination or cancellation.

In the event that Yakoon receives complaints from recipients or third parties with respect to the use of the Service, Yakoon additionally reserves the right, in its sole discretion, to disclose any and all information to the recipient, applicable authorities or any other party with regard to its clients and application Users.

Termination or Cancellation by the User. The User IS free to terminate or cancel this Agreement at any time, in accordance with Section 7(E).

Obligations upon Termination and/or Cancellation. Upon any termination, cancellation and/or suspension of this Service Agreement, the User is responsible for any obligations then



accrued including, but not limited to, payment of any costs or charges that may arise in connection with such termination, cancellation and/or suspension, and payment of all outstanding transaction fees for use prior to said termination, cancellation and/or suspension occurs. Payment and other obligations under this Service Agreement are not suspended, stayed, or otherwise affected by a suspension of access to / or use of Yakoon (in whole or in part) where said suspension arises from the User's failure to comply with, or violation of, the terms of this Service Agreement or of any law or legal obligation. Upon termination and/or cancellation, for any reason, the User agrees to immediately cease using Yakoon and remove all Yakoon software and applications on any computer, database, server (local or remote) in your possession or under its control. Yakoon shall have no obligation to the User after any termination or cancellation of this Service Agreement.

No Warranties or Liabilities

Generally.

The User expressly acknowledges and agrees that use of the service and the internet generally is at its own risk and that Yakoon is provided "as is" and "as available" without any warranties or conditions whatsoever, express or implied. Yakoon will use commercially reasonable efforts to make access to Yakoon available to the User through the required access protocols, but makes no warranty or guarantee that the User will be able to access Yakoon at any particular time or any particular location.

Additional Limitations

Without limiting the generality of the terms set forth in Section 9(A), Yakoon and its affiliates, agents, content providers, service providers, and licensors:

hereby disclaim all express and implied warranties as to the accuracy, completeness, no infringement, merchant ability or fitness for particular purpose of Yakoon generally, and any content or services contained therein, as well as all express and implied warranties that the operation of Yakoon generally and any content or services contained therein will be uninterrupted or error – free.

Shall in no event be liable to the User or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the service generally, and any aspect ancillary thereto, (The User agrees to indemnify Yakoon pursuant to selection 11 hereof for any and all third party claims arising from such failures, delays or interruptions in connection with regards to use of the service), without in any way limiting the foregoing, Yakoon shall in no event have (In the aggregate) any liability whatsoever in connection with this agreement in excess of an amount equal to two times the lowest monthly transaction fee application to such account and /or claims in effect for the monthly period immediately preceding the date of the first claim made by the User and/or the User alleging liability.

High risk activities



The Yakoon service is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, including but not limited to use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Yakoon could lead directly to death, personal injury, or service physical or environmental damage (“High risk activities”). In addition to the other disclaimers and limitations contained within this agreement, Yakoon and its affiliates, agents, content providers, services providers and licensors specifically disclaim any express or implied warranty of fitness for high risk activities including emergency notification services. Some jurisdictions do not allow the exclusion or limitation of warranty or incidental or consequential damages, so the above limitations or exclusions may not apply. In such jurisdictions, Yakoon’s liability (And the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.

Third Party Beneficiaries

Notwithstanding anything to the contrary contained herein, the provisions for "No Warranties and Liabilities" set forth in Section 9 herein are for the benefit of Yakoon and its affiliates, agents, content providers and service providers and each shall have the right to assert and enforce such provisions directly on its own behalf.

Indemnification

The User agrees to indemnify, hold harmless, and defend Yakoon and its affiliates, agents, content providers and service providers, against any and all claims, liabilities, damages, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, attorneys' fees and disbursements) arising from or relating to

The use of the Service in any manner which violates the terms of this Service Agreement or otherwise violates any law, rule, or regulation and

Any claims made by third parties arising from your use of the Service, including without limitation any and regulation all third party claims arising from or related to any failure, delay or interruption to the Service. The User agrees to cooperate as fully as is reasonably required in the defense of any claim. Yakoon reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User.

Miscellaneous

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Service Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Service Agreement will otherwise remain in full force and effect and enforceable. In this Agreement, any reference to the singular includes the plural and vice versa, any reference to natural persons includes legal persons and vice versa and any reference to a gender includes the other genders. This Agreement shall be governed



by and construed and interpreted in accordance with the law of the state of Kuwait. No agency, partnership, joint venture, or employment is created as a result of this Service Agreement and the User does not have any authority of any kind to bind Yakoon in any respect whatsoever. In any action or proceeding to enforce rights under this Service Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Service Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. These terms and conditions constitute the whole agreement between Yakoon and the User and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

Payment for Yakoon's Product

Yakoon Product is licensed by Yakoon W.L.L to the User under the terms described in his agreement. The nature of the license is described herewith:

The license and the usage of the product, does not include any paid SMS (Mobile Text Message /Short Message Service) or Speed mail (e-mail) message units. The User receives the license upon registration and is issued an advertised amount of Message units, as per the advertised amount (on Yakoon's web-site) at the time of the registration, at no cost to the User. This is done to enable the User to test the software in order to make an informed purchasing decision in the future. This purchase is termed "The Initial Purchase".

Any purchases of message units made after The Initial Purchase will credit the User's account with the advertised number of message units. Such units will be credited to the User's account and will be managed as per Yakoon's advertised pricing and general Terms and Conditions on Yakoon's web site.

Should there be any reason for Yakoon to suspend the Client's services; Yakoon will notify the client immediately of its intention to suspend said services. Should the suspension result in a situation where the client still has credits (or message units that are pre-paid) at any stage, the client shall receive back the monetary value of such credits in full, save any expenses that may be incurred by Yakoon to facilitate this remuneration, including but not limited to payment commissions, transfer duties, legal costs, third-party involvement.

Payment for services, which include but is not limited to message unit purchases, shall be deemed to have been made as soon as the funds are available in Yakoon's specified bank account or the credit card transaction has been approved by the appointed authorized institution.