

1. **DMCC TRADEFLOW –**

CLICK-THROUGH USER AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS FOR USE OF DMCC TRADEFLOW:

This agreement (“**Agreement**”) is a legal agreement between you (the “**Tradeflow User**” or “**you**”) and Dubai Multi Commodities Centre Authority, an authority established by the Government of Dubai with a business address at Jumeirah Lakes Towers, Almas Tower, Sheikh Zayed Road, P. O. Box 48800, Dubai, United Arab Emirates (“**we**” or “**us**” or “**DMCCA**”) for the centralised internet based online commodities title receipt system which is delivered via www.dmcctradeflow.com (and includes any data supplied with it and any associated printed materials and online or electronic documentation (“**DMCC Tradeflow**”) to be provided to the Tradeflow Member which has appointed you as a Tradeflow User for DMCC Tradeflow (the “**Tradeflow Member**”) pursuant to the terms of the Corporate Access Agreement and Letter of Adherence referred to below.

By clicking on the “**ACCEPT**” button below, you agree to the terms of this Agreement which will bind you and the Tradeflow Member which you represent.

If you do not agree to the terms of this Agreement, we are unwilling to agree to the use of DMCC Tradeflow by you on behalf of the Tradeflow Member and you must discontinue the use of DMCC Tradeflow now by clicking on the “**REJECT**” button below.

Any capitalised terms not otherwise defined in this Agreement shall have the meaning ascribed thereto in the Corporate Access Agreement referred to below.

1. **PERMISSION TO ACCESS DMCC TRADEFLOW**

1.1 In consideration of your acceptance of the terms of this Agreement, and your agreement to be bound by the following (as amended by the DMCCA from time to time):

- (a) the Corporate Access Agreement between the DMCC and **Tradeflow Member** including any Rules annexed to that agreement (together the “**Corporate Access Agreement**”);
- (b) the letter of adherence entered into between the Tradeflow Member and DMCCA; and
- (c) any and all relevant notices, circulars, and procedures issued by the DMCC either through DMCC Tradeflow or by notice to the Tradeflow Member,

the DMCCA hereby grants to you permission to access and use DMCC Tradeflow on the terms of this Agreement.

1.2 You may use DMCC Tradeflow for your internal business purposes only.

2. USER UNDERTAKINGS

2.1 Except as expressly set out in this Agreement, you undertake and warrant that you will not:

- (a) grant access to any person to DMCC Tradeflow who is not a Tradeflow User (as defined in the Corporate Access Agreement) for the Tradeflow Member;
- (b) use, copy, disclose (including to an outsourced information technology system), transfer, sell, lease, lend, assign, sub-license, or otherwise grant any rights in DMCC Tradeflow, without prior written consent of the Tradeflow Registrar;
- (c) modify, adapt, disassemble, decompile, translate, reverse engineer or otherwise reduce all or any part of DMCC Tradeflow to human-readable form or attempt to discover any source code, and not allow any third party to do so;
- (d) merge DMCC Tradeflow with other software program material, or otherwise create any derivative work using DMCC Tradeflow;
- (e) register or seek to register with any governmental body any where in the world, any of DMCC Tradeflow, Intellectual Property Rights or Confidential Information of DMCCA;
- (f) cause any of the Services or DMCC Tradeflow to be prejudicially affected or contested;
- (g) use the Services or DMCC Tradeflow in any manner, other than as permitted by this Agreement or the Corporate Access Agreement;
- (h) make any alterations to DMCC Tradeflow other than as authorised pursuant to this Agreement, the Corporate Access Agreement or by written consent of DMCCA;
- (i) interfere with or inhibit the authorised use of the Services and DMCC Tradeflow by any other party; or
- (j) charge, pledge, encumber, sell, transfer or otherwise dispose off any equipment, software programs, manuals or other related documents (in original or copy form) relating to DMCC Tradeflow.

2.2 Except as expressly set out in this Agreement you undertake and warrant that you will:

- (a) advise DMCCA immediately of any infringement, potential infringement or challenge of the rights of DMCCA in DMCC Tradeflow by a third party, and where possible take all reasonable action to stop or prevent further infringement;
- (b) stop using DMCC Tradeflow, Intellectual Property Rights and Confidential Information on termination or expiry of this Agreement and/or the Corporate Access Agreement;

- (c) not contest or oppose or assist any other person to contest or oppose any application for registration of all or part of DMCC Tradeflow or Intellectual Property Rights of DMCCA in any jurisdiction;
- (d) exercise reasonable care that the user ID, password and shared phrase (the “**Log-in Details**”) used by you to access DMCC Tradeflow do not become known to any third party. You acknowledge that:
 - (i) it is your responsibility to ensure that the Log-in Details are set at inception and to change these as and when required in order to secure confidentiality and security of the Log-in Details;
 - (ii) you are entirely responsible for ensuring that the Log-in Details are kept secret so that DMCC Tradeflow is not used for any fraudulent purpose;
 - (iii) in the event of the Log-in Details becoming known to someone other than you, that person may be treated by the DMCCA as an authorised Tradeflow User and DMCCA shall not be responsible for any loss or damage which may occur as a result of the Log-in Details becoming known to others. If you know or suspect that someone else has learned your Log-in Details, you shall inform the DMCCA immediately;
 - (iv) until and unless you provide notice in writing or through DMCC Tradeflow to the DMCCA, all instructions received by the DMCCA which are associated with your Log-in Details shall be deemed to have come from you and the DMCCA shall be entitled to rely on such instructions, whether they actually originated from you or not. You acknowledge that the DMCCA may not be able to reverse or annul any transactions executed based on instructions received prior to receiving such notice;
- (e) not to misuse DMCC Tradeflow by introducing, transmitting or arranging the sending of any viruses, corrupt file, cancelbot, Trojan horse, worm, time or logic bomb, keystroke logger, spyware, adware or other material designed to adversely affect the operation of any computer software, hardware or telecommunications equipment or interfere with, wrongly intercept or expropriate any data or personal information;
- (f) not to attempt to gain unauthorised access to DMCC Tradeflow, the server on which it is stored or provided through, or any server, computer or database relating to DMCC Tradeflow; and
- (g) not to attack DMCC Tradeflow via a denial-of-service, distributed denial-of-service or other type of attack which may disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorised access to any portion of DMCC Tradeflow including the associated website(s), computer systems, servers or networks.

2.3 DMCCA may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, DMCCA may also suspend or withdraw your, and the relevant Tradeflow Member's right to use DMCC Tradeflow with immediate effect and until the DMCCA has established to its entire satisfaction that the activity causing the breaches has ceased and will not recur.

3. TERMINATION OR SUSPENSION

3.1 DMCCA may terminate this Agreement immediately by written notice to you if:

- (a) you commit a material or persistent breach of this Agreement or the Corporate Access Agreement which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so; or
- (b) there is a breach of a provision of the Corporate Access Agreement by the Tradeflow Member or a Tradeflow User or the Corporate Access Agreement is revoked by the DMCCA or the Tradeflow Member; or
- (c) the Tradeflow Member ceases to be a Tradeflow Member or you cease to be a Tradeflow User for the Tradeflow Member;

3.2 Upon termination for any reason:

- (a) all rights granted to you under this Agreement shall cease; and
- (b) you must cease all activities authorised by this Agreement.

3.3 The DMCCA may temporarily suspend or withdraw your right to use DMCC Tradeflow with immediate effect upon any breach or apparent breach by you of your undertakings under Clause 2 of this Agreement or by the Tradeflow Member under the Corporate Access Agreement and such suspension or withdrawal of rights shall continue at the DMCCA's discretion until the DMCCA has established to its entire satisfaction that the activity causing the breaches or apparent breaches has ceased and will not recur. The DMCCA shall notify you of any breaches or apparent breaches and the reason for any suspension or withdrawal of service as soon as practicable.

4. TRANSFER OF RIGHTS AND OBLIGATIONS

4.1 This Agreement is binding on you and us, and on our respective successors and assigns.

4.2 You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent.

4.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of this Agreement.

5. CONFIDENTIALITY

You undertake not to disclose any Confidential Information (other than Confidential Information that has entered the public domain through no fault of you or the Tradeflow Member) to any person:

- (a) other than other employees, agents and advisors of the Tradeflow Member (subject to each such employee, agent and advisor agreeing (*mutatis mutandis*) in the terms of this Clause 5 not to disclose the Confidential Information; or
- (b) other than as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law; or
- (c) (in the case of Transaction-specific Information) without the prior written consent of all other Tradeflow Members which are party to the relevant Transaction; or
- (d) (in the case of DMCC Tradeflow Information) without the prior written consent of DMCCA; or
- (e) (in the case of a Tradeflow Finance Party) other than is necessary in order to enforce its pledge or Security Notification over a Warrant (or the Goods represented thereby) and to sell such Warrant or Goods to a third party in accordance with this Agreement.

1. 6. ANNOUNCEMENTS

You shall not disclose the fact, terms or subject matter of this Agreement unless you have first obtained DMCCA's written consent which shall not be unreasonably withheld or delayed.

7. NOTICES

All notices given by you to us must be given to us pursuant to the provisions of the Corporate Access Agreement. We may give notice to you through the Tradeflow Member at either the e-mail or postal address provided to us by the Tradeflow Member and otherwise in accordance with the provisions of the Corporate Access Agreement.

8. WAIVER

- 8.1 If we fail, at any time during the term of this Agreement, to insist upon strict performance of any of your obligations under this Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 8.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 8.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

9. SEVERABILITY

If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

10. LAW AND JURISDICTION

This Agreement is governed by the laws of the United Arab Emirates and the Emirate of Dubai. Any dispute arising from, or related to, any term of this Agreement shall be subject to the non-exclusive jurisdiction of the courts of Dubai.

PRIVACY NOTICE FOR THE CAA (DMCC TRADEFLOW)

DMCCA has established DMCC Tradeflow as a centralized internet based online commodities title receipt system for Goods through which Tradeflow Members can make use of some or all of the Services.

It is DMCC's intention to be held to the highest possible standard in relation to the collection, use and transfer of personal data of Tradeflow Members.

DMCC hold and process personal data about you, a Tradeflow User and other Tradeflow Users and Service Providers in order to operate DMCC Tradeflow. In doing so, the DMCC comply with relevant data protection legislation, including the applicable law relating to the processing, privacy, and use of personal data, that applies to the DMCC and/or the applicable Services provided including:

- (a) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), in each case, as in force and applicable, and as amended, supplemented or replaced from time to time; and
- (b) any judicial or administrative interpretation guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority in relation to such applicable law.

WHAT WE DO WITH YOUR DATA

As a data controller, DMCC collect and process your personal data for the purposes of complying with their legal duties to administer DMCC Tradeflow and for other legitimate purposes relating to the operation of DMCC Tradeflow and the provision of the Services.

WHO ELSE PROCESSES YOUR DATA?

DMCC may share your personal data with Service Providers, for the purpose of their delivery of the Services to you, or third party service providers as part of the procurement of services related to the use, operation and maintenance of DMCC Tradeflow for your benefit.

You acknowledge and agree, by virtue of your acceptance of the terms of the CAA and this privacy notice, that the DMCC may from time to time transfer data to third parties in other countries, including both outside of DMCC, the United Arab Emirates and outside of the European Economic Area for the purpose of their delivery of the Services to you, or for the provision of services from third party service providers related to the use, operation and maintenance of DMCC Tradeflow. Where such transfers are made, the parties involved will ensure adequate safeguards are in place.

STORAGE OF YOUR PERSONAL DATA

Our policy is to retain information relating to you until your membership of DMCC Tradeflow ends.

Once your membership ends, we may decide to delete some of the data held in relation to you after 6 years. However, information may need to be held for longer where we consider it appropriate in order to deal with any queries relating to any Services, or your status as a DMCC Tradeflow Member, that may arise after that time.

YOUR RIGHTS

You have the right to access your personal data and require that we rectify any errors in the data that we hold, or request that we erase your personal data. In some circumstances, you can also require that we restrict the way we process your personal data, object to its processing or request a copy of your personal data for the purposes of transmitting elsewhere. Where we have requested and obtained your consent to process particular information, you may withdraw that consent at any time. However if we do not hold all the data we need to administer your procurement of the Services available on DMCC Tradeflow, we may not be able to provide you with these Services or any of the benefits that can be availed as a Tradeflow Member.

CONTACT DETAILS

If you have any questions about this Notice please send an email to data@dmcc.ae .

WHAT IF YOU HAVE A COMPLAINT?

To make a complaint about how we have handled your information, or to withdraw your consent to the use and handling of your data in a specific way, you can send an email to data@dmcc.ae .