

**TERMS AND CONDITIONS FOR WRITERS**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (ALSO MENTIONED AS THE "AGREEMENT") CAREFULLY BEFORE ACCESSING WRITECALIBER ("WE", "US", "OUR"). WRITECALIBER IS NOT A PUBLISHER NOR AFFILIATED WITH ANY MEDIA ORGANIZATIONS. THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT GOVERN YOUR USE OF THE SERVICES OFFERED BY WRITECALIBER TECHNOLOGIES FZ-LLC.

Please note that the Writecaliber Privacy Policy, Terms and Conditions for the Media Clients are incorporated by reference and are binding parts of this Agreement (collectively "Terms"). The Terms constitute the entire agreement and understanding regarding the access to and use of the Service and supersede all prior communications, proposals, representations, agreements and understandings, whether written or oral, relating to its subject matter. The Services are available for your use only on the condition that you agree to the Terms, all with the intention to form a legally binding agreement. By clicking "Accept", accessing or using the Services, you have indicated that you are at least 18 years of age or older, and understand and accept these Terms.

If you are an employee, consultant or contractor using the Services on behalf of or as part of your work ("Authorized User") for a company or other entity ("Company"), you represent that you have the authority to bind that Company to these Terms and that you are authorized by your Company to use the Services.

You are not bound by any, contractual or not, obligations to your Company and/or other third-parties that disallow you from using the Services. You may only use the Services on an agreement that you will not use them for any illegal activities.

If you do not accept these Terms, please discontinue to use the Service and do not proceed with uploading any drafts of your Written Outputs. By using the Service, you agree to the Terms as set forth in this Agreement. The Terms may be revised from time to time without prior notice and the Writer is therefore advised to review the Terms in each case before selling their Content. In the event of a change of the Terms, the revised version shall be published on the Writecaliber platform <http://www.writecaliber.com> ("Website"). Legally binding regulatory or legal decisions and/or changes made by competent authorities may affect Writecaliber's business and its provision of Services. The Writer hereby accepts that Writecaliber has no control over such decisions and/or changes and therefore assumes no liability for any sort of losses, damages or harm that may arise as a result.

**Definitions.** As used throughout these Terms and Conditions, "Account" means the Writers Account you open when you register to become a User and use the Website's Services.

"Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

"Services" means Writecaliber's provision of modules such as quotes, polls, a discussion forum ("Forum"), and a platform for marketing content (also collectively known as "Community Access") for its writer and expert ("You", "Your", "Their" or collectively referred as "Writers") users to sell or offer their original written articles, quotes and expert opinions (collectively "Content", "Written output") to subscribed media institutions ("Client").

"Submission" means any and all work and Content developed by Writer in carrying out Writer Services, made available for Clients to buy.

"Third-Party Services" means all services that are accessible through the Website and delivered by third parties. The term Third-Party Services does not include Writer Services.

"User" means (1) a person who makes use of the Website on his or her own behalf, or (2) a person who makes use of the Website on behalf of a company or organization.

"Website" means the domain, and all subdomains, of <http://www.writecaliber.com>

"Writer", in addition to the definition in the Services, means a User that offers and delivers services through the Website.

"Writer Contract" can be in the form of a contract or in the form of written exchanges between the Writer and Client regarding the purchase of a Content.

"Writer Services" means all services delivered by Writers.

## 1. USE OF SERVICES

**Community Access.** Writers and Clients must follow all policies detailed in this Agreement. In addition to the community access modules that are called Quotes (or Statements), Forums, Polls, and the Content Market, new modules may be introduced in the future as part of our Services. The discussions between Clients and Writers are private, unless they are in Forums and Polls.

Writers provide their Content to assist Clients in seeking written works to receive and pay for written finished Submissions. On this Website, Clients and Writers can do, among other things, the following:

**Clients:** Request Content in different forms from any Writer in the Directory, pay Writers for content. In addition, Clients may freely use the Writers' comments on the Quotes, Forum and Polls without paying and receiving the consent of the Writer.

**Writers:** Submit their own Content for Clients to purchase, create Content for a specific Client as per the Client's request and receive compensation for submitted and purchased Content ("Writer Services").

You acknowledge that your comments and Content on the Quotes, Forum and Poll pages may be used by the Client with your consent, free of charge.

Upon successfully creating an Account, Writers can access the Services free of charge and may elect to discontinue their use of the Services at any given time. You may only access the Services if you declare your actual name, online and residential contact information, occupation, title, and CV. If applicable, Writers whose Content is considered as an expert opinion will submit a copy of their expertise credentials such as diplomas, certificates, writing samples, etc. You are fully liable for any misinformation or forgery and obligated to update any changed information. The Account registration data and any other information you provide to this Website **MUST** be accurate, current, and complete. If this information is not accurate, current, and complete, this Website has the unconditional right to refuse you further access to this Website or any services or applications offered by this Website. We also reserve the right to terminate or suspend your Account or access to this Website at any time.

Writers will use best efforts to ensure that purchasers of the Content will receive prompt, adequate replies to all technical and support queries directed to the Writer.

Writecaliber and the Client do not guarantee the Writers that the purchased Content shall be published.

Writecaliber may monitor your use of the Services and Content to ensure that you're following these Terms.

**Anonymity.** Writers cannot remain anonymous on the Writecaliber platform/Website. However, should you wish to be published anonymously after the purchase of your Content, you may stipulate that on the Writer Contract you will conclude with the Client.

**Writecaliber Directory.** You hereby consent to your name and contact information to be placed in the Writecaliber Directory, which is only revealed to the subscribed Clients. Furthermore, you do not object to being contacted by Clients who would like to purchase your work or expert opinion or quote, only through Writecaliber. You are not obliged to accept all orders or offers.

**Account.** If this Website gives you a username and password, such information shall remain the sole and exclusive property of Writecaliber and are issued to you as a revocable license. You must keep the username and password confidential.

## 2. CONTENT

Prior to selling any Content on Writecaliber, you hereby represent and warrant that you will meticulously conduct due diligence and proper fact checking on all claims, information, and statements that you wrote and that you will protect Writecaliber from any sort of liabilities that may arise out of your false, defamatory, damaging, unlawful statements and/or claims in your Content.

You hereby accept that your Content shall comply with the laws of the UAE, including but not limited to the UAE Media, Publications and Cyber Crime Laws. In the entirety of your Content, you cannot infringe any third party or Intellectual Property Rights, use any harmful, slanderous, degrading, libelous, threatening, offensive or sexually explicit and obscene language, emojis, videos, images as well as statements that are contrary to morality and social cohesion, which applies to any and all of your statements on the Website. Writecaliber has the unequivocal right to remove your Content from its platform at any time, irrespective of your consent. In the event that we remove your Content, we shall duly notify you. If you violate these conditions, we reserve the right to terminate your account and deny you further access to this Website. You may be subject to legal proceedings as a result of your infringement of this Agreement.

Content posted on the Website shall not be written for the purposes of marketing an entity, product, country, individual, services, etc.

Clients do not have the right to alter, add or make changes on any of your Content other than grammar and structure of the text. You are also encouraged to reiterate this strict prohibition on your Writer Content. In any case, Writecaliber is not a party to such an agreement and therefore not liable or responsible if the Client infringes this prohibition.

If you make predictions and estimations, you will clearly label them as such and not portray them as facts to mislead the public.

Once the Content is purchased by a Client, the Client has the exclusive rights to publish. However, we would like to use this as an opportunity to remind you that your legal obligations and liabilities (criminal and civil) regarding the Content's language, accuracy, etc. do not end there.

Writers are required to deliver the Content by the due date that was determined with the Client. If a Writer fails to deliver the Content without receiving an extension from the Client in a written form, the Client may cancel the order.

You hereby acknowledge that Writecaliber has no obligations nor liability in the event that you infringe any of your Writer Contracts or any of its terms such as exclusivity, structure or form of the text, agreed topic, quality, deadline, etc.

### 3. WRITER'S RIGHTS AND OBLIGATIONS

**Intellectual Property Rights.** We do not, under any circumstances, own your work and Content. You hereby warrant and represent that the entirety of your Content is original and that you have full ownership of the Content and/or obtained lawfully assigned rights to publish and/or sell the Content and assume all liability that arises out of it. You will, under no circumstances, share any Content that is plagiarized. If it is determined that you have violated third party rights, we reserve the right to revoke your access to the Services, remove your Content and pursue legal action.

Should you elect to use the Services, you hereby give us exclusive rights to sharing, marketing and selling your Content to the subscribed Clients. You cannot share, publish or post any of the Content (including yours and other Writers) that is submitted on Writecaliber in any other offline and online platforms, including but not limited to social media, print or visual media, forums, blogs. This clause extends to Forum posts and comments on Writecaliber. Unless your Content is sold to a Client, you have the absolute right to withdraw your Content from the Website, as well as sharing or publishing the withdrawn Content at any other platform. Therefore, you will be revoking our right to market and sell the withdrawn Content.

Writer hereby agrees to grant the Client an exclusive license to publish the submitted and purchased Content in accordance with the Writer Contract that the parties concluded.

**Content.** Your Client may approve or reject the delivered Content, as well as ask for revisions or changes to the delivered Content in accordance with the Section 4 of this Agreement. Writecaliber does not guarantee that the purchased Content will be published by the Client. The Client is not allowed to resell your Content after purchase.

**Remuneration.** Writers have full discretion on the amount of remuneration for their work. Once you finalize a Writer Contract with the Client on the terms you agree, Writecaliber's Service fee ("Commission") shall be deducted from your earnings in the percentage that is agreed by you and Writecaliber in Annex I of this Agreement.

The payment to the Writer shall be made thirty (30) days after the Client pays for the Content to Writecaliber. When the Client confirms the purchase of the Content, it is not possible to cancel the payment at this stage.

Contents that are rejected will not be paid for. Also, certain Content that is not eligible for payment will not be paid for.

Writecaliber is not obligated to pay a Writer for Content that infringes upon the rights of third persons. Payments that have already been made to the Writer for such Content must be paid back to us by the Writer. Additionally, we will claim and enforce any further rights against the Writer in such cases.

Writers shall be solely responsible for all taxes, license fees, and business costs and expenses incurred on behalf of the Writer. Client and the Writer agree to indemnify Writecaliber for any taxes or penalties imposed on Writecaliber by virtue of the purchase and sale of services between them on this Website.

**Non-Solicitation.** The Writer has no right to directly contact subscribed Clients other than through our Website. Our Website has a messaging system which allows Writers to communicate with Clients prior to entering into a Transaction. If the Writer violates this principle, it will be considered a violation of this Agreement and legal action will be enforced against the Writer accordingly.

**Unauthorized Copying and Distribution.** By using our Services, you agree to not copy any Content from our Website or any part of our Website. You represent and warrant that you will not illegally download, copy, or redistribute any of the Content from this Website.

**Fair Use Policy.** By accessing or using the Services, you agree to:

- i. Use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including maintaining adequate security precautions, consistent with the current standards in the industry, the use of secure servers, protective firewalls and a user authentication system and notify us of any such unauthorized access or use promptly upon becoming aware of such access or use;
- ii. Not use the Services to engage in illegal, fraudulent or other wrongful conduct, including, but not limited to violation of any applicable local, state, national or international law, rule, regulation or order of any court;
- iii. Not transfer, distribute, sell, resell, lease, sublease, license, or sublicense access to the Services or any component thereof;
- iv. Not create, modify, distribute, transmit, display, or perform derivative works of the Content based on the Website or any components thereof;
- v. Not copy, frame or mirror any part or content of the Website or any components thereof;
- vi. Not disassemble, decompile or otherwise reverse engineer the Website;
- vii. Not use any robot, spider, search/retrieval application, or other manual process or automatic device or application or extraction tool to access, monitor, copy, use, download, retrieve, index, extract, scrape, data mine, interact, overload, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any component thereof or otherwise defeat, bypass, or circumvent any other protections of Writecaliber's proprietary rights in the Service;
- viii. Not delete or alter Writecaliber's copyright, trademark or other proprietary notices, branding or attribution included in the Service;
- ix. Not use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs or other harmful, contaminating or destructive feature;
- x. Not intentionally interfere with or disrupt the integrity or performance of the Services or third-party data or services contained therein, by means of "hacking" or defacing any portion of the Website or otherwise impairing or overburdening it;
- xi. Not attempt to gain unauthorized access to the Website or related systems or networks;
- xii. Not enable others to violate any of these Terms;
- xiii. Not make the functionality of the Website available to multiple users through any means, including, without limitation, through any hosting, application services provider, service bureau, outsourced or value-added basis or any other type of services;
- xiv. Not access the Website for the purposes of monitoring its availability, performance or functionality, or for any benchmarking against third-party services or competitive purposes.

**Third-Party Fees, Links, and Advertising.** You acknowledge that access to this Website may involve third-party fees, such as Internet service provider or airtime charges. You are solely responsible for these fees. In addition, you must provide and are responsible for all equipment necessary to access and use our Website.

This Website contains or may contain links to other Websites, including third-party advertising partners. We want to highlight that we are not responsible or liable for Third-Party Services or such

other websites or for their Terms of Use. We do not screen or endorse such other websites. This Website expressly disclaims any liability, directly or indirectly, for any damages whatsoever incurred by any user in connection with the use of any website, the access to which was found through this Website. Please read the Terms of Use of each and every of such other websites carefully to find out how these other websites offer and condition their goods and services. If you decide to access any such other websites, you do so entirely at your own risk.

#### 4. REJECTIONS AND REVISIONS

**Rejection.** The Client can reject the delivered Content if the Content fundamentally differs from what the Writer has guaranteed to deliver. The Client must list and explain in detail why the rejection is occurring. This Website will assess the client's rejection reasons and approve the rejection only if the Content submitted by the Writer does not fundamentally meet the criteria of the original order instructions by the Client. If the rejection is not approved, this Website will charge the Client's bank account as if the Content was accepted by the Client. This Website has the final word on whether or not rejection is justified or unjustified and reserves the right to accept or reject any content or articles submitted by the Writer.

**Revision.** The Client can also request to have revisions to the delivered Content instead of rejecting them in terms of grammar, fact and figure corroboration and fixing unclear wording. Clients can only request such revisions as agreed in the terms of the Content purchase. Such revisions cannot mean rewriting or changing the Content. In such cases, the Client must clearly articulate what needs to be revised so that the writer has the chance to make the appropriate changes or improvements. The Client can only request a revision if the revision requests relate to, or reasonably close to, the Client's original instructions for the order or if the submitted Content does not meet the quality guidelines for such a quality level. After a revision request is made, this Website provides a certain amount of time for the writer to complete such revisions. This Website has the final word on whether a client's revision request is justified or unjustified. If a revision request is not approved, this Website will charge the Client's account as if the Content was accepted.

**Approval.** The client has two (2) days to approve or reject delivered content or articles or to ask for revisions. If the client does not take any action within 2 days, this Website will automatically accept the content and the client's account will be charged.

#### 5. TERMINATION

Without limiting other remedies, Writecaliber may issue a warning or terminate your access to our Website at any time, with or without advance notice or permission, if we believe that you have breached any material Terms, if we are unable to verify or authenticate any information you provide to us and if we decide to stop operating this Website entirely or parts thereof.

You agree and acknowledge that neither our Website nor any third party acting on our behalf shall be responsible or liable to you for any termination of your membership or access to this Website. After termination by us, re-registration of you as a User of or on this Website is strictly forbidden. This Website and its affiliates disclaim any and all liability or responsibility arising from fraudulent entry and use of this Website. In the case of fraud, we will take all necessary and appropriate actions under applicable federal, state, and international laws.

#### 6. OTHER PROVISIONS

**Intellectual Property Rights.** All works and content included, contained or offered on this Website, in particular all literary works, pictorial and graphical works, photographs, images, video and audio clips, audiovisual works, music, button icons and other icons, streaming files and other data, animation or graphics, or any form of software files in object code or source code format are the property of the

owners of this Website or their content suppliers and are protected by national and international copyright laws. The aforementioned copyright protection also refers to compilations or all forms of alteration of all content on this Website. We will report and prosecute offenders of our copyrights to the fullest extent of applicable law.

All logos and other trademarks and service marks which you may find on this Website may be trademark protected by national and international trademark and service mark laws. These trademarks and service marks may not be used publicly except with express written permission from the owner of these trademarks and service marks. You are not allowed to do anything which may cause confusion among consumers with respect to the aforementioned trademarks and service marks.

**Disclaimer of Warranty.** THE SERVICE OF WRITECALIBER WEBSITE AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS, TITLE, OR NON-INFRINGEMENT OTHER THAN THOSE WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW IN YOUR JURISDICTION. YOU EXPRESSLY AGREE THAT USE OF THIS WEBSITE OR ANY OF THE MATERIALS CONTAINED THEREIN IS AT YOUR DISCRETION AND AT YOUR OWN AND SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THIS WEBSITE OR THE EMPLOYEES OR AFFILIATES OF THIS WEBSITE SHALL CREATE OR IMPLY A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF LIABILITY OF THE OWNERS OF THIS WEBSITE. THIS WEBSITE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY OTHER WEBSITE WHICH YOU MAY ACCESS THROUGH THIS WEBSITE. WHEN YOU ACCESS THROUGH THIS WEBSITE TO ANOTHER WEBSITE, PLEASE BE AWARE THAT IT IS COMPLETELY INDEPENDENT; THIS WEBSITE HAS NO CONTROL OVER THE CONTENT ON THAT OTHER WEBSITE. THIS WEBSITE IS NOT RESPONSIBLE TO YOU FOR ANY TRANSMISSION PROBLEMS OF DOWNLOADED OR OTHERWISE USED CONTENT OF THIS WEBSITE OR ANY FORM OF WEBSITE DOWNTIME. THIS WEBSITE DOES NOT WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DEFECTS IN OR ON THIS WEBSITE WILL BE CORRECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF MATERIAL OR DATA WHICH YOU MAY FIND IN OR ON THIS WEBSITE.

**Limitation of Liability.** IN NO EVENT WILL THIS WEBSITE OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AFFILIATES, AND THE ASSIGNS OF SAME BE LIABLE TO YOU, OR ANY OTHER THIRD PARTY FOR- ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL, DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEBSITE, THE MATERIALS OR ANY INFORMATION, OR TRANSACTIONS PROVIDED OR OFFERED ON THIS WEBSITE OR DOWNLOADED FROM THIS WEBSITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF THIS WEBSITE OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR- ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OR ON THIS WEBSITE, THE MATERIALS AND/OR LISTINGS OR INFORMATION DOWNLOADED, PROVIDED, OR OFFERED THROUGH THIS WEBSITE BECAUSE SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THIS WEBSITE'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THIS WEBSITE IS ONLY A PLATFORM. EACH WRITER REGISTERED ON OR WITH THIS WEBSITE IS SOLELY RESPONSIBLE FOR HIS/HER OWN PROFILE AND CONTENT. ALSO, EACH WRITER IS SOLELY RESPONSIBLE FOR THE QUALITY, ACCURACY, AND LEGALITY OF HIS/HER TEXTS OR ARTICLES. WE EXPLICITLY WANT TO HIGHLIGHT THAT BOTH THE WRITER AND THE CLIENT SHALL ALWAYS BE AWARE OF AND ABIDE BY THEIR LOCAL LAWS REGARDING FAIR TRADE, ENDORSEMENTS, AND ADVERTISING.

WRITECALIBER OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AFFILIATES, AND THE ASSIGNS OF SAME ARE IN NO WAY RESPONSIBLE FOR ANY OF THE WRITER'S TEXTS OR ARTICLES SENT THROUGH THIS WEBSITE. WRITECALIBER IS IN NO WAY RESPONSIBLE FOR ANY CONSEQUENCE(S) IF ANY OF THE WRITER'S TEXTS OR ARTICLES ARE REJECTED OR DENIED ACCORDING TO THIS WEBSITE'S STANDARDS OR DISCRETIONS OR IF THE WRITER'S TEXTS OR ARTICLES ARE NOT PUBLISHED LATER.

WRITECALIBER OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AFFILIATES, AND THE ASSIGNS OF SAME ARE IN NO WAY RESPONSIBLE FOR THIRD-PARTY SERVICES OFFERED ON OR USED BY THIS WEBSITE. THE RESPECTIVE THIRD PARTY, FOR EXAMPLE, PAYMENT SYSTEMS, ETC. IS SOLELY RESPONSIBLE FOR ITS OWN SERVICES. WE DO NOT WARRANT OR REPRESENT ANY OF ITS SERVICES IN ANY WAY OR FORM.

**Indemnity.** You agree to defend, indemnify, and hold harmless Writecaliber, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, liabilities, and other costs, including, without limitation, reasonable legal, attorneys' and accounting fees, reasonably incurred in the defense of any claim or suit arising out of or otherwise related to this Agreement, including, without limitation, any breach by you of this Agreement. Writecaliber will promptly notify you by e-mail of any such claim or suit, and cooperate fully, at your expense, in the defense of such claim or suit. This Website may participate in the defense of such claim or defense at its own expense, and choose its own attorney or other legal counsel, but is not forced or obligated to do so.

**Force Majeure.** This Website is and shall not be responsible or liable for any failure to perform due to unforeseen circumstances or to causes beyond this Website's reasonable control, including but not limited to acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters, war, riot, arson, embargoes, acts of civil or military authority, or terrorism. fiber cuts, strikes, or shortages in transportation, facilities, fuel, energy, labor or materials, failure of the telecommunications or information services infrastructure, and hacking, SPAM, or any failure of a computer, server or software.

**Relationship.** Nothing in these Terms of Use shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture or formal business entity of any kind between the Writer and Writecaliber. The rights and obligations of the parties shall be limited to those expressly set forth herein.

**Notice.** Any notice required to be given under these Terms may be provided by e-mail to a functioning e-mail address of the party to be noticed, by a general posting on this Website, or personal delivery by commercial carrier. Any correctly addressed notice to you that is refused, unclaimed, or undeliverable, because of an act or omission of you shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, fax machine, e-mail server, or overnight delivery service.

**Injunctions.** Writecaliber and you acknowledge and agree that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach of these



Terms, and that an aggrieved party shall, therefore, be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

**Attorney's Fees.** In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce these Terms or issues relating thereto, including without limitation claimed breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to all other available damages or other relief, its reasonable attorney's fees and costs incurred in connection therewith, including attorney's fees incurred on appeal.

**Governing Law.** This Agreement and the relationship between you and Writecaliber, and all Transactions on the Services shall be governed by the laws of the Dubai, United Arabi Emirates.

**Severability.** If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Writecaliber's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Writecaliber will not be responsible for failures to fulfil any obligations due to causes beyond its control.

**Adherence to Laws.** You agree to comply with all national laws and regulations that apply to your use of the Services. Your use of the Services may also be subject to other laws. Risk of loss for all electronically delivered Transactions pass to the acquirer upon electronic transmission to the recipient. No Writecaliber employee or agent has the authority to vary this Agreement.

**Compliance with the Agreement.** You hereby grant Writecaliber the right to take steps Writecaliber believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Writecaliber has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as Writecaliber believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Writecaliber's right to cooperate with any legal process relating to your use of the Services and/or Content, and/or a third party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).

## ANNEX I

### COMMISSION AND PAYMENTS

- I. Community Access for Writers is free of charge.
- II. In exchange for its Services, Writecaliber shall receive a Commission of x% (to be discussed) of the gross earnings from the Client and the remaining amount shall be paid to the Writer.
- III. Writers shall be solely responsible for all taxes, license fees, and business costs and expenses incurred on behalf of the Writer. Client and the Writer agree to indemnify Writecaliber for any taxes or penalties imposed on Writecaliber by virtue of the purchase and sale of services between them on this Website.
- IV. Writers shall receive the amount due thirty (30) days after Writecaliber receives the payment of the Content from the Client.
- V. The payment to the Writer is done through bank wire transfers. If the Writer wishes to change the payment method, he/she may do so with a written notice. After the payment method is changed, delays in payments may occur. However, any delays shall be expediently communicated to the Writer and shall not exceed 30 days.