

## **QATAR FOUNDATION I-SUPPLIER USER AGREEMENT**

Qatar Foundation's ('QF') suppliers and its authorized representatives (hereinafter referred to as the 'Supplier') (collectively the "Parties" and individually a "Party") hereby agrees to this User Agreement for the access and use of Qatar Foundation i-Supplier application (also referred to as the 'System') access for which is provided through Qatar Foundation website, <http://www.qf.org.qa> which includes any information, data, tools, products, services and other content available or through the QF website and or any other means. The System is operated by QF for electronic Supplier registration and updating Supplier profile details to fulfill requirements as stated in QF Website <https://www.qf.org.qa/supplier-registration>.

The following terms and conditions of the User Agreement may be modified by QF at any time without notice and any such modification shall be effective immediately upon posting. By assenting to this User Agreement, Supplier agrees to periodically review these terms and conditions and be bound by any modifications or amendments thereto. If in case Supplier has any questions about this User Agreement, please contact QF Procurement Directorate at email: [procurementrelations@qf.org.qa](mailto:procurementrelations@qf.org.qa) for further clarifications.

### **1. USER ID AND PASSWORDS:**

Pursuant to the terms and conditions of this User Agreement, Supplier will be provided by QF with User ID(s) and password(s). Any consent, refusal or withdrawal to the Supplier for the usage of System will be at QF's sole discretion. Supplier hereby agrees to: (i) solely be responsible for maintaining the confidentiality and security of the User ID(s) and password(s) provided by QF for the use of the System, and may not disclose such User ID(s) and password(s) to any third party, and (ii) fully be responsible for any and all activities, which occur under such User ID(s) and password(s) and in connection with its use or their uses. Supplier further agrees that it will not permit others to access or use the System using such User ID(s) and password(s).

### **2. SIGNATURES**

If Supplier transmits document through the System using its User ID(s) and password(s) as provided by QF, such document shall be deemed to be 'signed' and 'executed' by the Supplier. Supplier hereby waives any defense to the enforceability of any contract formed as a result of the transmission of the document on the ground that it was not 'signed' or 'executed' by the Supplier.

### **3. REPRESENTATIONS AND WARRANTIES**

Supplier expressly understands and agrees that: (i) the System is provided on an 'as is' and 'as available' basis, QF expressly disclaims all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(ii) QF does not warrant the availability, timeliness, functionality, reliability, sequencing or speed of delivery of the System or the content, and is not responsible for internet outages, hardware and/or software failures, downtime, force majeure event (including without limitation acts of God, strikes or other concerted acts of workers, bomb threats, fires, floods, explosions, riots, war and sabotage) and/or user errors.

(iii) any material downloaded or otherwise obtained through the use of the System is done at Supplier's own discretion and risk and that Supplier will be solely responsible for any damage to Supplier computer system or loss of data that results from the download of any such material or any virus that may be contained therein.

(iv) in connection with Supplier uses of the System, Supplier agrees not to put any computer programs, information or data into the System which contains any viruses, time bomb apps, Trojan horses, worms, cancel bots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or information.

(v) supplier is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy their particular requirements for the protection of their system and/or accuracy of data input and output, and for maintaining a means external to QF for the reconstruction of lost data.

(vi) it is the sole responsibility of the Supplier to contact QF in the event the System is inaccessible for an extended period of time.

Supplier represents and warrants that it is duly authorized to consent to this user agreement on behalf of its company.

### **4. TRANSMISSIONS**

Documents shall be deemed properly delivered by the sender when transmitted to the receiving Party's pre-agreed designated receipt terminal or electronic mailbox, with proof of delivery receipt. Documents shall be deemed properly received by the receiving Party when accessed at such designated receipt terminal or electronic mailbox, whether or not acknowledgement is received by either party PROVIDED ALWAYS THAT If parties agree in writing that notification of acceptance of the terms of a document is required, any such document even though properly received, shall not give rise to any obligation unless and until the Party receiving such document has properly delivered in return an acceptance document or other agreed form of acknowledgment of acceptance. If any delivered document is received in an unintelligible form the Supplier shall promptly notify QF and request a copy of the document to be retransmitted. In absence of such notice, the contents available with QF of such document shall prevail.

### **5. INFORMATION PROVIDED BY SUPPLIER**

The Supplier agrees that any information he provides either when registering to use the System or any time thereafter is true, accurate, current and complete. The Supplier is solely responsible for updating his registration information as and when there are material changes in the information

provided earlier. Information not validated may be considered inactive and removed from the System. If QF suffers any claim or incurs any liability as a result of information entered into the site by users of the Supplier's account the Supplier will indemnify QF against such claim or liability including costs and attorneys fees incurred in defending against it.

## 6. SECURITY

The Supplier has the responsibility to manage his internal security by safeguarding his password and establishing his own internal security procedures, as he would for paper transactions, to assure the proper use of the System. In the event of any compromise in the security of the System, the Supplier agrees to immediately report the same to QF and a new password will be assigned for the Supplier's use. However, the Supplier acknowledges that perfect security does not exist on the Internet, and QF does not and cannot guarantee that information will in all cases remain secure.

## 7. DURATION AND TERMINATION

This User Agreement shall be effective on the date it is 'accepted' electronically by the authorized representative of the Supplier. Supplier agrees that QF, in its sole discretion, may terminate Supplier's User ID and password and remove or discard any Supplier information within System, for any reason, including, without limitation, for lack of use or if QF believes that Supplier has violated or breached this User Agreement, or any term or conditions related to contractual relation between Supplier and QF. QF may also in its sole discretion and at any time can discontinue the System with or without notice. Further, Supplier agrees that QF shall not be liable to Supplier or any third party for QF's decision to suspend, discontinue or terminate Supplier's access or use of System. Unless expressly stated under this User Agreement, any termination of the User Agreement shall not relieve the Supplier of any obligation accrued hereunder before the effective date of such termination, or QF's rights obtained hereunder.

## 8. CONFIDENTIALITY

QF and the Supplier agrees that it shall treat (i) the other's information and data transmitted to the System as proprietary confidential information ('Confidential Information') to the other; and (ii) not knowingly disclose to any person or entity not a party to this User Agreement, or use for its own or any such person's or entity's benefit, any Confidential Information belonging to the other Party to this User Agreement without the other Party's prior written consent; and (iii) use all commercially reasonable efforts to maintain the confidentiality of all Confidential Information of the other Party to this User Agreement and to prevent the unauthorized disclosure and dissemination of any of the Confidential Information.

Confidential Information, whether or not described above, does not include information that (i) is or becomes known to the public without fault or breach on the part of the Party to this User Agreement seeking to disclose it; (ii) the owning Party regularly discloses to third parties without restriction on disclosure, (iii) the Party to this User Agreement seeking to disclose it receives from a party other than a Party to this User Agreement without restriction on disclosure and without breach of a non-disclosure obligation, or required by legal process to be disclosed; provided however, that the Party receiving such process will notify the other Party prior to such disclosure and will take such reasonable steps as the other Party may request to protect the confidentiality of the Confidential Information.

The provisions of this Article 8 shall survive the expiration or termination of this User Agreement, including but not limited to any discontinuance of or termination of Supplier's access or use to the System as set out in Article 7.

## 9. PROTECTION OF INTELLECTUAL PROPERTY RIGHT

The content of the System ('Content') is protected by copyright law and other intellectual property rights under both Qatar and foreign laws. The Supplier may download, use, and copy the materials found on the site for his internal business use only, provided that all copies that he makes of the material must bear any copyright, trademark, or other proprietary notice located on the site which pertains to the material being copied. This material is not for publication in any form. Supplier may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of QF, except as described herein.

## 10. INDEMNIFICATION

Without limiting the generality or effect of other provisions of the User Agreement, as a condition of use, Supplier agrees to indemnify, hold harmless, and defend QF and its subsidiaries, affiliates, and their officers, directors, subcontractors acting in their capacity of providing services to QF (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of Supplier's usage hereunder and/or engagement in transactions on the System, including, but not limited to, failure of any products to meet specifications or breach of warranty, (b) such Supplier's failure to comply with any applicable laws and regulations or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) such Supplier's breach of any of its obligations set forth in this User Agreement; and (d) infringement claims asserted against QF based on its use of Supplier's intellectual and informational property; and (e) such Supplier's agreements or transactions with QF and Supplier shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.



### **11. LIMITATION OF LIABILITY**

In no event shall QF, nor any officer, affiliate, director, shareholder, agent, contractor or subcontractor acting in its capacity of providing services to QF, or employee be liable to vendor or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or indirectly from, or otherwise arising (however arising, including negligence) out of: the use of the System by Supplier, including, but not limited to, damages resulting from or arising out of such Supplier's reliance on the System, or the mistakes, omissions, interruptions, errors, defects, delays in operation, non-deliveries, misdeliveries, transmissions, eavesdropping by third parties, or any failure of performance of the System, the termination or suspension of vendor's user id and password by QF for the use of System pursuant to this user agreement or in case of force majeure.

### **12. GENERAL PROVISIONS**

This User Agreement constitute the entire agreement and understanding between the Parties with respect to the Supplier's access and use of the System. QF's failure to insist upon or enforce strict performance of any provision of the User Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between Supplier and QF nor trade practice shall act to modify any provision of the User Agreement. If any particular provision of the User Agreement is held to be invalid or unenforceable, such determination shall not affect any other provision of the User Agreement which shall remain in full force and effect. any right or obligation arising out or relation to this User Agreement may not be assigned or transferred to third parties by Supplier without prior written permission from QF.

### **13. GOVERNING LAW AND SETTLEMENT OF DISPUTE**

This User Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Qatar. Any dispute controversy or claim arising out of or relating to this User Agreement or the breach thereof, which cannot be settled amicably by the parties, shall be settled by the competent courts of the State of Qatar.

**I HAVE READ, UNDERSTOOD, AND HEREBY ACKNOWLEDGE AND AGREE TO ABIDE BY THIS USER AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN.**

