

# Terms of Services | Use



Modern Digital World LLC

Muscat, Sulatanate of Oman

**24<sup>th</sup> November 2023**

Please read these Terms of Services or Terms of Use ("Terms") carefully before using the Web applications and mobile Applications (the "App" / "Apps") provided by Modern Digital World LLC ("we," "us," or "our"). By accessing or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

## **1 Use of the App**

### **1.1 Eligibility:**

You must be at least 13 years old to use the App. By using the App, you represent and warrant that you meet this eligibility requirement.

### **1.2 User Accounts:**

To access certain features of the App, you may need to create a user account. You agree to provide accurate, complete, and up-to-date information during the registration process. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must promptly notify us of any unauthorized use of your account or any other breach of security.

### **1.3 Prohibited Activities:**

When using the App, you agree not to:

- Violate any applicable laws, regulations, or third-party rights
- Use the App for any fraudulent, unlawful, or unauthorized purpose
- Interfere with the proper functioning of the App or disrupt its infrastructure
- Upload, transmit, or distribute any harmful content or viruses.
- Engage in any activity that may adversely affect other users' experience

## **2. Intellectual Property**

### **2.1 Ownership:**

The App and its content, including but not limited to text, graphics, logos, and images, are owned by Modern Digital World LLC (Sultanate of Oman) and protected by intellectual property laws. You acknowledge and agree that all rights, title, and interest in the App and its content belong to Modern Digital World LLC(Sultanate of Oman).

### **2.2 Limited License:**

We grant you a limited, non-exclusive, non-transferable license to use the App for its intended purpose. This license does not allow you to modify, distribute, reproduce, or create derivative works of the App or its content without our prior written consent

### **3. Privacy**

We collect and process personal information in accordance with our Privacy Policy. By using the App, you consent to such collection and processing and represent that all data provided by you is accurate.

### **4. Disclaimers and Limitation of Liability**

#### **4.1 App Availability:**

We strive to provide a reliable and uninterrupted App experience. However, we do not guarantee that the App will be error-free or available at all times. We may need to suspend or terminate the App's operation for maintenance, upgrades, or other reasons.

#### **4.2 Third-Party Services:**

The App may integrate with or link to third-party services, websites, or applications. We are not responsible for the content, accuracy, or availability of these third-party services. Your use of such services is subject to their respective terms and conditions.

#### **4.3 Limitation of Liability:**

To the maximum extent permitted by law, we shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the App. This limitation applies regardless of the legal theory under which such damages are sought, and even if we have been advised of the possibility of such damages.

### **5. Modifications to the Terms**

We reserve the right to update or modify these Terms at any time. Any changes will be effective immediately upon posting the revised Terms within the App. By continuing to use the App after such changes, you agree to be bound by the modified Terms.

### **6. Termination**

We reserve the right to suspend or terminate your access to the App, in whole or in part, at our sole discretion and without prior notice. You may also terminate your use of the App at any time by ceasing to access or use it.

### **7. Subscriptions and Validity**

Once you have registered with us, we will guide you to the payment page for subscription. The subscription applies to each branch individually and has a validity period of 30 days. Please note that the subscription fee is collected in advance.

If your subscription expires, the application will continue to function normally for an additional 15 days. During this period, you can renew your subscription by making the payment. If you renew within the 15 days from the expiration date, an additional 30 days will be added to the validity period, starting from the date when the subscription expired.

However, if you do not renew your subscription within the 15-day grace period, the system will restrict you from creating new invoices. Nevertheless, you can still carry out operations such as delivering clothes and collecting payments from clients as well as accessing your business reports for a duration of 45 days from the date of subscription expiry.

After the 45-day period, the system will prohibit you from performing any operations. It is important to note that all data associated with your account will be permanently removed from the system after 90 days from the date of subscription expiry..

Additionally, any payments made during the subscription renewal process will add 30 days to the validity period, calculated from the date when the subscription expired.

## **8. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Sultanate of Oman. Any dispute arising out of or relating to these Terms or the use of the App shall be subject to the exclusive jurisdiction of the courts in Sultanate of Oman.

## **9. Contact us**

If you have any questions or concerns regarding these Terms, please contact us at:

### **Modern Digital World LLC**

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