

# Merchant Participation Agreement - My Book Qatar

This agreement is entered into on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (effective date) between  
**Allied Advertising Group L.L.C**, Retaj Business Centre, Jawaan St.-Al Sadd, Building 10, 3<sup>rd</sup> Floor, Office #311  
and **The Merchant**



Company name \_\_\_\_\_ ('Merchant') trading as \_\_\_\_\_ CR No. \_\_\_\_\_  
Address \_\_\_\_\_ Tel. \_\_\_\_\_  
Contact Person \_\_\_\_\_ Designation. \_\_\_\_\_  
Mob. \_\_\_\_\_ Email. \_\_\_\_\_

## INVOICING

Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
Email \_\_\_\_\_ Mob. \_\_\_\_\_  
Address \_\_\_\_\_

## OFFER DETAILS A

Offer 1 _____	No. of Vouchers. _____	Estd. Savings. _____
Offer 2 _____	No. of Vouchers. _____	Estd. Savings. _____
Offer 3 _____	No. of Vouchers. _____	Estd. Savings. _____
Offer 4 _____	No. of Vouchers. _____	Estd. Savings. _____
Offer 5 _____	No. of Vouchers. _____	Estd. Savings. _____
Offer 6 _____	No. of Vouchers. _____	Estd. Savings. _____

## OFFER DETAILS B

☐ Dine-in only ☐ Dine-in/ Takeaway ☐ Dine-in/ Takeaway/ Delivery

## OFFER CATEGORIES

☐ Food & Beverage ☐ Attractions & Leisure ☐ Beauty & Spa ☐ Health & Fitness ☐ Services & Retail ☐ Staycations

## PARTICIPATION IN MY BOOK ENTERPRISE

☐ By selecting this option, the merchant agrees to have offers included in any co-branded or custom applications that My Book creates for other companies. The merchant will honor offers made available for redemption through any such apps.

## PARTICIPATION FEE

Participation Fee

QAR \_\_\_\_\_ (Payable per year)

Fee per Redemption (%)

\_\_\_\_\_ %

## ATTACHMENTS

☐ Terms & Conditions ☐ List of outlets ☐ Others \_\_\_\_\_

## ON BEHALF OF MERCHANT

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature & Stamp \_\_\_\_\_

## ON BEHALF OF MY BOOK

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature & Stamp \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ \_\_\_\_\_ Date \_\_\_\_\_

TERMS AND CONDITIONS

These terms and conditions create agreement (the "Agreement") between you the Merchant ("Merchant") and Allied Advertising Group ("My Book") Please read the Agreement carefully.

1. DEFINITIONS

Unless the context shall otherwise require, the capitalised terms used in this Agreement shall have the following meanings:

**"Android"** means the operating system developed by Google;

**"Applicable Law"** means any common or customary law, constitutional law, statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement, or other governmental restriction and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any governmental authority having jurisdiction now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable;

**"Co-Branded Application"** means the co-branded applications provided by My Book to corporate organisations having employee loyalty, customer acquisition, retention, or similar programs whether such applications/products come into existence before or after the Effective Date;

**"Discounts and offers"** include, but are not limited to all promotional arrangements provided by merchants via our platform, including price reductions, BOGO deals, bundled offers, and other marketing incentives;

**"Effective Date"** means the date of this Agreement;

**"Intellectual Property"** means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how, and other intellectual property rights and interests, whether registered or unregistered; and the benefit of all applications and rights to use assets of another person, as the case may be;

**"IOS"** means the operating system developed by Apple Inc;

**"Logos"** means the My Book products logo, in addition to everything that is affiliated with or attached to it de facto and legally;

**"Materials"** means all contents including images, logos, trademarks, service marks, domain names, audio-visual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content reasonably required by the receiving Party under this Agreement;

**"Merchant's Information"** Information provided by the Merchant to My Book for marketing purposes in My Book Products including Discounts, Offers, Images;

**"My Book Application"** the mobile application owned by My Book and available to Users to be downloaded from IOS or Android; this application contains various Discounts and Offers for Users from participating/subscribing merchants in Qatar;

**"My Book Products"** means the My Book Application, the Co-Branded Applications, and Other My Book Products;

**"My Book Website"** means <https://www.mybookqatar.com/> ;

**"Other My Book Products"** means any applications, Website and/or booklets, or other form of media owned / co-owned by My Book and on which the Discounts and Offer may be listed;

**"Participation Fee"** is the fee, as detailed in the Participation Fee section on Page 1 of this agreement, that the Merchant is obligated to pay to My Book for the use of its services and platform.

**"Recorded Redemptions"** means the history of Discounts and Offers in all their forms availed by Users through the use of My Book Products during any given period.

**"Rules of Use"** means the rules of using My Book Products by the Users which are available on the My Book Products <https://www.mybookqatar.com/rules-of-use/>.

**"Users"** The customer who installs and uses My Book Products and benefits from the offers and discounts provided in My Book Application;

**2. OBLIGATIONS OF BOTH PARTIES**

A. By signing this Agreement, My Book hereby agrees to the following:

- My Book is committed to listing the Merchant's Discounts and Offers, on My Book Product for Users to access, discover, and utilize.
- Train Merchant staff on how to redeem the offer for Users.

B. By signing this Agreement, Merchant hereby agrees to the following:

- to provide the agreed Discounts and Offers to My Book to be listed and available to Users on My Book Products at the agreed timeline.
- to provide the Discounts and Offers to the User on the Merchant's premises when he avails the offer on the My Book Products.
- The Merchant has to pay the agreed fees for My Book as outlined in Clause (4).

**3. AVAILABILITY PERIOD**

a. My Book and the Merchant agree that the Discounts and Offers shall be valid from the Effective Date of this

Agreement until the termination of the Agreement, or such other time as may be mutually agreed between the Parties in writing, subject to the Rules of Use.

b. The Merchant agrees that so long as a Discounts and Offers is redeemed before the expiry or termination of this Agreement, the Discount will be fully honored.

c. The Merchant agrees that the Discounts and Offers should be available for redemption (7) seven days a week subject only to the exclusions contained in the Rules of Use. <https://www.mybookqatar.com/rules-of-use/>

**4. PAYMENTS**

a. My Book shall render the invoices to the Merchants for the payment obligations of the Merchant under this Agreement as specified in the Participation Fee.

b. The Merchant shall pay the amounts to My Book on or before the date on which the Discounts and Offers are made available to the Users through the My Book Products.

c. All payments shall be made in Qatari Riyal to My Book through electronic transfer or cheque in the bank account designated by My Book.

**5. REPORTING OF REDEEMED DISCOUNTS**

My Book agrees to provide to the Merchant, at the Merchant's written request, a written report obtained from its customer relationship management system detailing the number of Recorded Redemptions.

**6. USER COMPLAINTS**

The Merchant agrees that My Book may forward the Users complaints to the Merchant, and/or contact the Merchant for redressal of any complaints made by the Users.

**7. LIABILITY FOR PRODUCTS**

Notwithstanding anything contained in this Agreement, the Merchant acknowledges and agrees that the Merchant shall at all times be liable for the Discount\Offers provided by the Merchant through My Book Products. The Merchant acknowledges that My Book is merely providing an online platform to the My Book Users through the My Book Products and shall have no liability whatsoever for any Products provided by the Merchant which shall at all times be deemed to be the products or services offered by the Merchant. This sub-clause shall survive any termination of this Agreement.

**8. USE OF MERCHANT'S INFORMATION**

a. My Book is allowed to upload the details of the Discounts and Offers and the Merchant's Information onto its Website , or such other means used for promotional purposes.

b. Upon the expiry or termination of this Agreement whichever is earlier, My Book shall remove the details of the Discounts and Offers and the Merchant's Information from its Website or such other means. It will also cease to use such details and information as part of any upcoming promotions.

**9. PROVISION OF MATERIALS**

Each Party agrees to submit to the other Party all Materials for promotion or listing of the Discounts and Offers or My Book Products or any other related matter within a reasonable period upon receiving the written request of the other Party.

**10. INTELLECTUAL PROPERTY**

a. The Parties agree that the following are the Intellectual Property of My Book that may be used by the Merchant subject to the restrictions contained in this Agreement and shall at all times be exclusively owned by My Book: The name "My Book Qatar"; The Logos and all Materials owned by My Book and provided to the Merchant in any form or format which qualify as Intellectual Property and are not listed above, (together the "MBQ Intellectual Property").

b. The Merchant grants to My Book a non-exclusive, royalty-free right to use the Merchant's name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text, and any other Materials (that qualifies as intellectual property ) submitted, authorized and/or approved for use by My Book (together the "Merchant's Intellectual Property").

c. The Merchant confirms that the Merchant's Intellectual Property may not violate or infringe any third party's intellectual property rights and will be legally responsible if the contrary has happened.

**11. TERM AND TERMINATION**

a. Term

This Agreement shall commence on the effective date and shall continue in full force and effect unless terminated by either party by giving prior written notice of 90 days. My Book reserves the right to terminate this Agreement at any time immediately without giving notice to the Merchant if:

- The Merchant becomes subject to an Insolvency Event. "Insolvency Event" means when the Merchant shall (i) be adjudicated insolvent pursuant to a non-appealable judgment, decree, or order of a court of competent

jurisdiction in Qatar or any other jurisdiction; (ii) commence a voluntary bankruptcy or insolvency case or proceeding; (iii) consent to, or acquiesce in the institution of a bankruptcy or an insolvency proceeding against it or the entry of a judgment, decree or order for relief against it in an involuntary bankruptcy or insolvency case or proceeding; (iv) apply for, consent to or acquiesce or be in the appointment of or taking possession by a custodian of its business or of any substantial part of its property; or (v) take any corporate (or individual) action in furtherance of or to facilitate, conditionally or otherwise, any of the foregoing, in each case in Qatar or any other jurisdiction; or

- if the Merchant breaches any of its material terms and conditions under this Agreement; or
- if in the reasonable opinion of My Book, the Merchant is/becomes incapable of performing its obligations under this Agreement.

b. Upon termination, the Merchant shall immediately pay My Book in full all the sums due to My Book under this Agreement without any set-off, counter-claim, or other deduction.

c. Upon termination of this Agreement, the Parties shall cease use of the Intellectual Property of the other Party, return all materials of the other Party in its possession within a reasonable period, and delete all confidential information of the other Party within its possession. This Sub-clause shall survive any termination of this Agreement.

**12. NON DISCLOSURE**

The Parties shall not reveal to any third party any proprietary knowledge or information concerning each other, which contains business-sensitive information or a trade secret and which they have received or will receive by this Agreement, and which was not previously available to them, or which is not or will not be in the public domain otherwise than through a breach of any provision of this Agreement. For the avoidance of doubt, the information covered by this confidentiality provision does not include information provided with prudence, good judgment, and discretion within the normal course of business.

**13. LIMITATION OF LIABILITY**

Under no circumstances shall My Book be held liable to the Merchant for any special, consequential, incidental, punitive, indirect, or consequential loss or damage (whether for loss of profits, operations, or otherwise) costs, expenses, or other claims for consequential compensation whatsoever arising from or relating to any breach of this Agreement regardless of any notice of the possibility of such damages. This sub-clause shall survive any termination of this Agreement.

**14. INDEMNIFICATION**

a. The Merchant shall indemnify and hold harmless My Book, its directors, employees, and agents (together the "Indemnified Parties") from and against any claims and actions asserted by a third party for any damages, losses, obligations, liabilities, recoveries, or deficiencies, costs and expenses (including, but not limited to advocates' fees and other costs, interest and expenses incidental to any suit, action or proceeding) that the Indemnified Parties may incur or suffer and which, directly or indirectly, arise out of or relate to the Merchant's obligations under this Agreement.

b. Notwithstanding anything contained in this Agreement, the Merchant shall indemnify and keep indemnified My Book against any claims and actions threatened or brought against My Book in connection with the Discounts\Offers.

**15. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement and all matters arising out of or in connection with this Agreement shall be governed and construed by the laws of the State of Qatar.

**16. SEVERABILITY**

If any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding. The Parties further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable provision.

**17. ENTIRE AGREEMENT**

This Agreement together with any addendums or supplementary agreements thereto supersedes all prior discussions, memoranda of understanding, agreements, and arrangements (whether written or oral, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contains the sole and entire agreement between the Parties hereto concerning the subject matter hereof.