

RAJWANI ONE LLC | NILE

NILE PLATFORM TERMS AND CONDITIONS

B2B sourcing marketplace legal document

Last updated: August 16, 2026 | Effective date: August 16, 2026

These Terms and Conditions (the “**Terms**”) govern access to and use of the NILE website at www.nile-source.com, the NILE mobile application, and the related services made available through them (collectively, the “**Platform**”).

The Platform is operated by Rajwani One LLC, a company incorporated under the laws of the United Arab Emirates under trade licence number 2540945.01, with its registered office at Shams Business Center, Sharjah Media City Freezone, Al Messaned, Sharjah, UAE (“NILE,” “we,” “us,” or “our”).

By creating an account, selecting the acceptance checkbox, purchasing a subscription, or otherwise using the Platform, you confirm that you have read and agree to these Terms and that you have authority to bind the business you represent. If you do not agree, do not access or use the Platform.

1. Definitions

- 1.1 “**Buyer**” means a business entity or professional user that uses the Platform to discover Sellers, view Listings, submit Inquiries, request or receive Quotes, or communicate with Sellers.
- 1.2 “**Seller**” means a business entity or professional user that uses the Platform to create a company profile, publish Listings, receive Inquiries, provide Quotes, or communicate with Buyers. A Seller may also be described on the Platform as a supplier.
- 1.3 “**User**” means a Buyer, Seller, authorised representative of either, or any other person accessing the Platform in a business or professional capacity.
- 1.4 “**Listing**” means a product, service, capability, company profile, description, specification, image, document, indicative price, or other material submitted or displayed by a Seller.
- 1.5 “**Inquiry**” means a request or expression of interest submitted by a Buyer to one or more Sellers.

- 1.6 **“Quote”** means information or a proposal supplied by a Seller in response to an Inquiry. Unless the relevant Buyer and Seller expressly agree otherwise between themselves, a Quote displayed on the Platform is for discussion purposes and does not create a contract with NILE.
- 1.7 **“User Content”** means Listings, Inquiries, Quotes, messages, documents, images, logos, reviews, ratings, and any other information or material submitted by or on behalf of a User.
- 1.8 **“User Transaction”** means any negotiation, order, purchase, sale, supply arrangement, payment, delivery, return, refund, warranty, or other commercial relationship between Users, whether agreed through Platform communications or outside the Platform.

2. Business-only eligibility

- 2.1 The Platform is intended solely for business-to-business use. It is not intended for personal, household, or consumer use.
- 2.2 Each User represents that:
- the User is acting for legitimate business or professional purposes;
 - the User is at least 18 years old and legally capable of entering into binding agreements;
 - the User has authority to act for and bind the business represented through the account; and
 - the business is validly established and holds all licences, permits, registrations, and approvals required for its activities.
- 2.3 We may accept or reject an account application, request verification information, or restrict access where reasonably necessary for security, compliance, or Platform integrity.

3. Accounts and security

- 3.1 Users must provide accurate, complete, current, and non-misleading account and business information and must promptly update it when it changes.
- 3.2 Account credentials are personal to the authorised account holder and must not be shared with an unauthorised person. The business represented by an account is responsible for authorised activity conducted through that account.
- 3.3 Users must notify us promptly at contact@nile-source.com if they suspect unauthorised access, credential compromise, or another account security incident.
- 3.4 We may require identity, authority, business, or licence verification. Verification is limited to the information and documents reviewed at the relevant time and does not transfer responsibility for the User’s conduct to NILE.

4. NILE's limited role

4.1 NILE provides online discovery, inquiry, quotation, messaging, commercial-workflow, order-tracking, and document-exchange tools that help Buyers and Sellers find each other, communicate, and record stages of their dealings.

4.2 NILE is not a party to any User Transaction. Unless NILE expressly agrees otherwise in a separate written agreement, NILE does not:

- sell, purchase, manufacture, own, inspect, store, package, transport, import, export, or deliver products listed by Sellers;
- provide or subcontract the services listed by Sellers;
- act as a Buyer's or Seller's agent, broker, distributor, reseller, fiduciary, commercial representative, or guarantor;
- receive, hold, safeguard, or escrow the purchase price for products or services forming part of a User Transaction;
- set or approve the commercial terms agreed between Users;
- administer or decide returns, refunds, replacements, cancellations, chargebacks, warranties, insurance claims, or after-sales support for a User Transaction; or
- guarantee that a User will enter into, pay for, perform, or complete a User Transaction.

4.3 NILE may provide communication tools, templates, system messages, Quotes, proforma-invoice and payment-proof workflows, order records, fulfilment stages, document exchange, buyer-review or approval controls, status labels, analytics, or other workflow features. These are administrative and record-keeping aids only. A Platform status, confirmation, approval, or system message does not independently prove payment, title, authenticity, delivery, legal compliance, quality, acceptance under the Users' contract, or performance of a User Transaction. These tools do not make NILE a party to a User Transaction and do not constitute legal, financial, trade, quality-control, customs, or compliance advice.

4.4 A **Premium Seller Badge** indicates active Premium-plan membership only. It is not business, document, factory, product, or transaction verification. Email verification and any onboarding account or document review are separate, limited administrative checks and are not endorsements or guarantees.

4.5 Where the Platform displays a separate unclaimed-cargo provenance or clearance status, that status means only that the evidence categories and review steps described on the Platform were completed and had not expired at the displayed time. NILE does not guarantee legal title, authority to transfer, customs release, authenticity of underlying documents, product identity, quantity, condition, value, safety, or successful delivery. Buyers must conduct independent legal, customs, documentary, and commercial due diligence.

5. User Transactions and commercial terms

5.1 Buyers and Sellers are solely responsible for negotiating and agreeing all terms of a User Transaction directly with each other, including:

- product or service specifications;
- quantity, price, currency, taxes, and payment method;
- deposits, payment milestones, credit terms, and payment security;
- availability, lead times, delivery, title, and risk of loss;
- inspection, acceptance, rejection, and quality requirements;
- licences, product registrations, certifications, customs, duties, sanctions, and import/export requirements;
- returns, replacements, refunds, cancellation rights, and associated costs;
- warranties, exclusions, claim procedures, remedies, and after-sales support;
- confidentiality, intellectual property, governing law, and dispute resolution; and
- any other commercial or legal term relevant to the transaction.

5.2 Platform messages, Inquiries, Quotes, invoice records, payment proofs, order events, documents, and approvals may help Users discuss or record these matters, but Users should enter into their own written contract where appropriate. Each User is responsible for retaining the records needed to evidence its agreement and for confirming material facts outside the Platform when appropriate.

5.3 A Buyer seeking a return, refund, repair, replacement, warranty service, order cancellation, or another transaction remedy must contact the relevant Seller. A Seller is solely responsible for responding in accordance with its agreement with the Buyer and applicable law.

5.4 NILE is not required to mediate, investigate, decide, or enforce a dispute between Users. We may, at our discretion, provide communication support or take action concerning an account or content, but doing so does not make NILE responsible for the User Transaction or its outcome.

5.5 Nothing in these Terms excludes or limits any right or remedy that cannot lawfully be excluded or limited. Each User remains responsible for identifying and complying with any mandatory law that applies to its User Transaction.

6. Buyer responsibilities

6.1 Buyers are responsible for conducting their own due diligence before relying on a Listing, Quote, badge, profile, document, or representation made by a Seller.

6.2 A Buyer must independently assess, as relevant, the Seller's identity, authority, licences, certifications, product quality, capacity, solvency, insurance, trade compliance, references, and proposed commercial terms.

6.3 Buyers must ensure that Inquiries and communications are accurate, lawful, made in good faith, and do not request illegal, prohibited, counterfeit, unsafe, sanctioned, or restricted products or services.

6.4 Buyers must not misuse Seller information, submit false or speculative Inquiries at scale, manipulate ratings or Platform metrics, impersonate another person or business, or use the Platform to harass, defraud, or mislead another User.

7. Seller responsibilities

7.1 Sellers are solely responsible for their Listings, Quotes, communications, products, services, and performance of User Transactions.

7.2 Each Seller represents and warrants that:

- its identity, business details, Listings, Quotes, documents, and representations are accurate, complete, current, and not misleading;
- it has authority and capacity to offer and supply every listed product or service;
- it holds all required rights, licences, permits, registrations, certifications, and regulatory approvals;
- its products, services, Listings, and conduct comply with all applicable safety, quality, labelling, advertising, customs, sanctions, export/import, competition, tax, and other legal requirements;
- its products are genuine and are not counterfeit, stolen, fraudulent, prohibited, or unsafe;
- it accurately discloses whether a product is new, used, refurbished, repaired, damaged, incomplete, or otherwise subject to a material condition limitation;
- it owns or has permission to use all intellectual property and confidential information included in its User Content; and
- it will honour the commercial terms and mandatory legal obligations it agrees with a Buyer.

7.3 Sellers must clearly communicate any applicable return, cancellation, refund, replacement, warranty, inspection, delivery, and after-sales terms to the Buyer before concluding a User Transaction. If a Seller offers a warranty, the Seller alone is responsible for stating and performing its duration, scope, exclusions, claim procedure, and remedies in compliance with the Seller–Buyer agreement and applicable law. NILE does not provide or administer that warranty.

7.4 Sellers must use Buyer personal data and contact details only for lawful purposes connected with the relevant business relationship and must not send unlawful or unsolicited marketing.

8. Prohibited use

8.1 Users must not:

- use the Platform for unlawful, fraudulent, deceptive, abusive, or sanctioned activity;
- upload defamatory, infringing, malicious, obscene, culturally unlawful, or misleading content;
- introduce malware, scrape the Platform unlawfully, bypass security controls, interfere with Platform operation, or attempt unauthorised access;
- reverse engineer, decompile, disassemble, copy, or create derivative works from the Platform except to the limited extent such restriction is prohibited by law;

- manipulate search results, reviews, ratings, prices, engagement, or other Platform metrics;
- impersonate a person or business or misrepresent authority, affiliation, origin, certification, or approval;
- use another User's information in breach of confidentiality, data protection, marketing, or other applicable law; or
- assist another person in doing any of the above.

8.2 Users must comply with applicable anti-bribery, anti-money-laundering, sanctions, export-control, and trade-control laws. A User must not use the Platform in connection with a prohibited person, jurisdiction, product, service, or transaction.

9. Subscriptions, billing, and cancellation

9.1 Seller access may be offered through free or paid subscription plans. Current plan features, limits, prices, currency, billing period, and applicable taxes are shown on the Platform at the time of selection and form part of these Terms.

9.2 Paid subscription fees are charged in advance through the payment provider identified at checkout. NILE does not store complete payment-card details. The payment provider's terms and privacy practices may also apply to its processing of payment information.

9.3 If checkout states that a subscription renews automatically, the Seller authorises the applicable fee to be charged at the start of each renewal period until the subscription is cancelled. The Seller may cancel using the method shown in its account or by contacting contact@nile-source.com before the renewal date. Unless stated otherwise, cancellation stops renewal and paid access continues until the end of the current paid period.

9.4 Except where required by applicable law or expressly stated at checkout, paid fees are non-refundable after the subscription period begins, including for non-use, downgrade, account suspension resulting from the Seller's breach, or cancellation before the end of a billing period. This does not affect a refund owed because of a duplicate or incorrect charge or any other non-excludable legal right.

9.5 If payment fails, is reversed, or remains overdue, we may retry payment and suspend paid features or the Seller's account. The Seller remains responsible for valid outstanding charges, taxes, and fees.

9.6 We may change plan features, limits, or prices. Material changes affecting a paid subscription will be notified in advance and, unless required for security, legal compliance, or prevention of abuse, will take effect no earlier than the next renewal period. If the Seller does not accept a renewal change, its remedy is to cancel before renewal.

9.7 Except where applicable law requires otherwise, subscription fees must be paid without withholding, deduction, or set-off because of a separate claim against NILE. Electronic invoices and receipts made available by NILE or its payment provider form part of the billing record.

10. User Content and intellectual property

- 10.1 NILE and its licensors retain all rights in the Platform, including its software, design, databases, branding, workflows, documentation, and other materials created by or for NILE. Except for the limited right to use the Platform under these Terms, no Platform intellectual property is transferred to a User.
- 10.2 A User retains ownership of its User Content and remains responsible for it.
- 10.3 By submitting User Content, the User grants NILE a worldwide, non-exclusive, royalty-free, transferable, and sublicensable licence to host, store, reproduce, format, adapt for technical display, publish, communicate, and display that content as reasonably necessary to operate, secure, promote, and improve the Platform, enable User communications, and comply with law. This licence continues for as long as the content is available on the Platform and afterwards only to the extent reasonably required for backups, legal compliance, dispute records, or content already used in authorised Platform promotional material.
- 10.4 The User represents that it has all rights and permissions necessary to submit its User Content and grant this licence.
- 10.5 We may remove or restrict content that we reasonably believe violates these Terms, applicable law, third-party rights, or Platform safety. Intellectual-property complaints may be sent to contact@nile-source.com with sufficient details to identify the work, allegedly infringing material, complainant, and basis of the complaint.
- 10.6 Feedback voluntarily provided about the Platform may be used by NILE without restriction or compensation, provided that this does not transfer ownership of the User's pre-existing intellectual property or confidential information.

11. Privacy and communications

- 11.1 NILE processes personal data as described in the Platform's [Privacy Policy](#) and uses cookies and similar technologies as described in its [Cookie Policy](#). Those policies are incorporated into these Terms by reference.
- 11.2 NILE's role as a controller, processor, or other regulated party is determined by the facts of each processing activity and applicable law. Nothing in these Terms changes the allocation of legal responsibility imposed by applicable data protection law.
- 11.3 Each User must have a lawful basis and all necessary notices and permissions before submitting personal data relating to another person. Users must process personal data obtained through the Platform in compliance with applicable data protection, confidentiality, electronic-marketing, and communications laws.
- 11.4 By using the Platform, Users agree to receive operational communications concerning accounts, security, Inquiries, Quotes, messages, subscriptions, and legal or service updates. Marketing communications may be managed through the available preference or unsubscribe controls where required.

12. Platform availability, changes, and third-party services

- 12.1 The Platform is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, NILE does not warrant that the Platform will always be uninterrupted, error-free, secure, or suitable for every business purpose.
- 12.2 We may maintain, update, modify, add, suspend, or discontinue Platform functionality. We will provide reasonable notice of a material discontinuation affecting a paid subscription where practicable, except where immediate action is reasonably required for security, legal compliance, or prevention of harm.
- 12.3 The Platform may rely on or link to third-party services. NILE is not responsible for an independent third party’s service, content, availability, or terms, although this does not exclude any responsibility NILE cannot lawfully exclude.
- 12.4 We may use automated and manual measures to monitor, review, moderate, or audit account activity and User Content for security, legal compliance, fraud prevention, quality, and enforcement of these Terms. These measures do not create an obligation to verify every User, Listing, document, communication, or User Transaction and do not transfer a User’s responsibility to NILE.

13. Suspension and termination

- 13.1 We may restrict, suspend, or terminate an account or remove content where we reasonably believe that:
- the User breached these Terms or applicable law;
 - information supplied by the User is false, misleading, outdated, or unverifiable;
 - payment is overdue or reversed;
 - the account or activity creates a security, fraud, sanctions, legal, or reputational risk;
 - action is required by a court, regulator, government authority, or service provider; or
 - immediate action is reasonably necessary to protect NILE, the Platform, or another person.
- 13.2 A User may stop using the Platform at any time. Account closure does not cancel or unwind a User Transaction and does not remove amounts or obligations already owed to NILE or another User.
- 13.3 On termination, the right to use the Platform ends. Provisions concerning User Transactions, payment obligations, intellectual property, privacy, disclaimers, liability, indemnity, disputes, and any provision intended by its nature to survive will continue to apply.

14. Transaction disclaimer

- 14.1 NILE does not control and is not responsible for User Content or the identity, conduct, acts, omissions, solvency, authority, products, services, promises, or performance of a Buyer or Seller.
- 14.2 To the maximum extent permitted by applicable law, NILE gives no representation, warranty, or guarantee concerning:

- the existence, ownership, authenticity, legality, safety, quality, condition, merchantability, fitness, conformity, certification, availability, or delivery of a product or service offered by a User;
- the accuracy or completeness of a Listing, Inquiry, Quote, invoice record, payment proof, order event, message, document, badge, review, rating, cargo-verification status, or User representation;
- whether a User will negotiate in good faith, make payment, provide credit, deliver, accept delivery, issue a refund, honour a warranty, or otherwise perform a User Transaction; or
- the outcome of any communication, negotiation, due diligence, contract, claim, return, refund, warranty request, or dispute between Users.

14.3 Each User assumes the commercial and legal risks of its dealings with other Users and is responsible for obtaining appropriate professional advice, contractual protection, verification, insurance, inspection, payment security, and remedies.

15. Limitation of NILE's liability

15.1 Nothing in these Terms excludes or limits liability to the extent it cannot lawfully be excluded or limited, including any liability arising from fraud or other matter for which exclusion is prohibited by applicable law.

15.2 Subject to clause 15.1, NILE will not be liable for any loss arising from or relating to a User Transaction, including non-payment, payment fraud, loss of deposit, non-delivery, delay, defective or unsafe products, inadequate services, customs action, regulatory non-compliance, return or refund disputes, warranty claims, lost profits, lost opportunities, business interruption, loss of goodwill, loss of data, or indirect, incidental, special, consequential, punitive, or exemplary damages.

15.3 Subject to clause 15.1, NILE's total aggregate liability arising out of or relating to the Platform or these Terms will not exceed the greater of:

- the subscription fees paid by the affected User to NILE during the 12 months immediately preceding the event giving rise to the claim; and
- AED 100.

15.4 The limitations in this section apply regardless of the legal basis of the claim and even if NILE was advised that a loss was possible, but only to the maximum extent permitted by applicable law.

16. Indemnity

16.1 To the maximum extent permitted by law, each User will indemnify and hold harmless NILE, its affiliates, and their respective directors, officers, employees, and agents from third-party claims, losses, liabilities, penalties, damages, and reasonable legal costs arising from or relating to:

- the User's User Content;

- the User's products, services, communications, conduct, or User Transactions;
- the User's breach of these Terms, applicable law, confidentiality, or another person's rights; or
- taxes, duties, product claims, injury, property damage, returns, refunds, warranties, or regulatory action attributable to the User or its User Transaction.

16.2 NILE will give the indemnifying User reasonable notice of a covered claim and reasonable cooperation at the User's cost. The User may not settle a claim in a way that admits fault by or imposes an obligation on NILE without NILE's prior written consent.

17. Governing law and disputes

17.1 These Terms and any non-contractual obligations arising from them are governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai.

17.2 Before commencing formal proceedings, a User must send a written notice describing the dispute and requested resolution to contact@nile-source.com. The parties will attempt in good faith to resolve the dispute for 30 days after receipt of the notice.

17.3 Subject to any mandatory law or jurisdiction that cannot be excluded, the courts of Dubai, United Arab Emirates, will have exclusive jurisdiction over disputes arising out of or relating to these Terms or the Platform.

17.4 Clause 17 governs disputes between a User and NILE. It does not select the law or forum for a User Transaction between a Buyer and Seller; those Users should agree their own governing law and dispute-resolution terms.

18. Changes to these Terms

18.1 We may amend these Terms to reflect changes to the Platform, law, security requirements, or business practices.

18.2 We will publish the updated Terms and update the "Last updated" date. Where a change materially affects existing Users, we will provide reasonable advance notice and request renewed acceptance where required by law or reasonably appropriate.

18.3 Changes will apply prospectively from their stated effective date. Continued use after that date constitutes acceptance where permitted by law. If a User does not agree, the User must stop using the Platform and cancel any renewing subscription before its next renewal.

19. General provisions

19.1 **Entire agreement.** These Terms, the Privacy Policy, Cookie Policy, applicable plan description, and any document expressly incorporated by reference form the entire agreement between NILE and the User concerning the Platform. They do not form the entire agreement between a Buyer and Seller concerning a User Transaction.

- 19.2 Order of precedence.** If a separate written agreement signed by NILE expressly conflicts with these Terms, the separate agreement controls to the extent of that conflict. A Buyer-Seller agreement does not modify NILE's rights or obligations unless NILE signs it.
- 19.3 Assignment.** A User may not assign or transfer its rights or obligations under these Terms without NILE's prior written consent. NILE may assign these Terms as part of a merger, restructuring, financing, or transfer of all or substantially all of the relevant business or assets, subject to applicable law.
- 19.4 Severability.** If a provision is held invalid or unenforceable, it will be limited or removed only to the minimum extent necessary, and the remaining provisions will continue in effect.
- 19.5 No waiver.** A failure or delay in enforcing a provision is not a waiver.
- 19.6 No partnership or agency.** These Terms do not create a partnership, joint venture, employment, franchise, fiduciary, or agency relationship between NILE and a User or between Users.
- 19.7 Force majeure.** NILE is not liable for delay or failure caused by events beyond its reasonable control, including internet or cloud-provider outages, cyberattacks, labour disputes, natural disasters, epidemics, government action, war, civil disturbance, or failure of utilities or telecommunications.
- 19.8 Third-party rights.** A person who is not a party to these Terms has no right to enforce them, except that NILE's affiliates and the persons protected under clause 16 may rely on provisions expressly benefiting them.
- 19.9 Language.** These Terms are prepared in English. If they are translated, the language version required by mandatory applicable law will prevail to the extent required by that law; otherwise, the English version will prevail.

20. Contact and notices

Questions, complaints, legal notices, or intellectual-property reports concerning these Terms or the Platform may be sent to:

Rajwani One LLC

Email: contact@nile-source.com

Trade licence number: 2540945.01

Registered office: Shams Business Center, Sharjah Media City Freezone, Al Messaned, Sharjah, UAE

Phone: +971 55 734 6646

Website: www.nile-source.com

Notices to a User may be sent to the email address associated with the User's account or displayed within the Platform. Users are responsible for keeping their contact information current.