

Terms and Conditions For Use of Services, Software and Electronic Products

Our dear guest, we welcome you as a beneficiary customer of electronic transactions of services and products provided by Abdul Latif Jameel United Finance Company. Kindly, read and accept the general terms and conditions stipulated herein regarding electronic transactions with the Company before you start dealing with us. Also, when you request, accept or use the electronic dealings with the Company, you confirm that you have read, understood and accepted its general terms and conditions.

The following words and phrases, wherever appear herein, shall have the following meaning ascribed thereto:

- **Company:** Abdul Latif Jameel United Finance Company.
- **Customer:** The natural or legal person benefiting from the service.
- **Personal Data:** Any data, regardless of its source or form, that would lead to the individual's being specifically identified, or make it possible to identify him directly or indirectly, including: name, personal ID number, addresses, contact numbers, license numbers and records personal property, bank and credit card account numbers, still or moving photos of an individual, and other data of a personal nature.
- **Disclosure:** Enabling any person other than the controller to obtain, use or access personal data by any means and for any purpose.
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- **Electronic:** The technology of using electrical, electromagnetic, optical or any other form of similar technology.
- **Electronic Transactions:** Any exchange, correspondence, contract or any other procedure concluded or implemented in whole or in part via electronic means.
- **Electronic Data:** Data with electronic features in the form of texts, symbols, images, graphics, sounds or other electronic formats, combined or scattered.
- **Electronic Record:** Data generated, sent, received, transmitted or saved by electronic means, and is retrievable or obtainable in an understandable manner.
- **Electronic Signature:** Electronic data included in an electronic transaction, added to it, or logically linked therein, used to prove the identity of the signatory and his approval of the electronic transaction, and to discover any modification that occurs to this transaction after signing therein.
- **Password:** A basic security mechanism consisting of alphanumeric characters and symbols.

Privacy Policy:

Customer's Confidentiality and Information Disclosure:

While Abdul Latif Jameel United Finance Company is aware of the importance of maintaining the confidentiality of personal data and electronic record data of the customer, so the Company does its best to maintain the confidentiality of this data unless it is already in the public domain. The company is entitled to disclose some Personal Data, electronic record data and any documents related to the customer for the purpose of transfer or processing to a third party when necessary, including but not limited to:

- Our branches, subsidiaries, representatives and agents.

- Credit verification and reporting agencies.
- Debt collection agencies that work in relation to customer's debts and accounts.
- Lawyers, auditors and other technical advisors or consultants working with the Company and for any purposes of data analysis, statistical risk, customer relations, general advice or otherwise in the ordinary course of our business.
- Any competent judicial, regulatory, security or governmental authority.
- Any third party contracted or outsourced for any of our services and administrative functions provided that we obtain the appropriate undertaking of confidentiality (as specified by us) from the third party.
- We have absolute authority at all times to obtain information about each client from a third party, including but not limited to credit bureaus, banks, other government agencies, retail partners, the Social Insurance System and the Saudi Central Bank "SAMA".

Usage Policy:

Terms of Registration and Personal Account:

The Company takes the necessary and due care to ensure that the information displayed in this file is complete and accurate when presented. This information may be changed from time to time. The electronic records and data of all electronic transactions and the instructions for the company's services and products will be binding and conclusive in any case of errors or unintentional negligence in these electronic records and data.

The security measures taken by the company in its transactions, services and electronic products are reasonable and sufficient. You

must use all necessary measures to maintain the security of your device, in particular, maintain the confidentiality of your password that you created for the purposes of obtaining the Company's electronic product or service and prevent it from being disclosed to third parties or unauthorized persons. You will be fully responsible for maintaining all your numbers, passwords and electronic signature securely as we do not assume any responsibility or liability for any fraud or damage resulting from the loss or hacking of your password or the use of your electronic signature or your account by a third party. We also own all the information and data of electronic records and personal data that are completely stored electronically, and we have the absolute authority to review all of them at any time.

Disclaimer:

Undertaking and Declaration:

The electronic transaction begins when you start using or requesting the service or product electronically. The company is not responsible or liable in any way for any of the following:

- Unavailability of electronic services or products or inability to transact electronically due to technical failure, network failure, or any other failure of any kind, routine maintenance or improvements.
- Any errors or omissions or any loss or damage that may occur or arise as a result of any malfunction of any kind or technical or electronic failure.
- Any additions, deletions, modifications or changes to the service, product, electronic transaction, its use, or the terms and conditions under which it is available.
- Any partial, incomplete or failed transaction including but not limited to bill payment.

- Any hardware or software provided by third party software providers, service providers, and network providers including, without limitation, telecommunications service providers, Internet browser providers, Internet access providers, or any agent or subcontractor of any of the foregoing;
- The Company shall not be liable for any damage or loss caused by a computer virus, computer code or programming device used in electronic transactions or online services and products, or by any defect or failure or damage to information, records, software, hardware, data or property due to the use of the Services or web pages.
- You also declare that you are fully aware of the risks associated with instructions to transfer funds to the Company, via telephone, mobile, mobile applications, telex, fax, letters, e-mails, letters, similar means or any other electronic means.
- You are not considered to have received online instructions from the Company unless you have received a confirmation of receipt. In the event of non-receipt, your instructions and dealings with us will not be carried out or processed and the Company will not be liable for any loss, damage or expense arising as a result.
- Your use of our Services, Sites or Pages includes the ability to enter into agreements or transact electronically with us.
- You declare that your requests and electronic dealings with the Company constitute and express your consent and intention to comply with and pay for such agreements and transactions. Your agreement and intention to comply with electronic orders apply to all electronic records relating to all transactions, dealings, services and products offered and entered into on this website, including notices of cancellation, policies, contracts and applications. In order to access and retain your electronic records, you must obtain certain hardware and software, and you are solely responsible for that.

- You understand and declare that Abdul Latif Jameel United Finance Company or any other broker may need more authentication access codes. You also confirm and declare hereby that the company is in no way in a position to control or regulate the codes of authentication devices, and therefore the company is not in any way responsible for any actions it takes.
- You declare that all of the company's electronic transactions of services and products depend on the infrastructure, communication and services provided by the company's telephone service providers and intermediaries.
- You also declare that the timeliness, accuracy and readability of SMS messages, alerts, instructions and information depends on factors affecting telephone service providers and intermediaries and the Company is not responsible for non-delivery or late delivery of SMS, alerts, instructions, information, payments, errors, losses or defects in the transmission of information and instructions.
- The company seeks to provide its services and electronic products at the highest level. The company is not responsible for the unavailability of the services or electronic products or any part thereof, or the poor performance of cellular service providers or intermediaries, or any loss or damage that occurs to you as a result of using the services or electronic products for any reason. The Company shall be liable in any way in connection with the use of the services' facilities, pages or electronic applications.
- You must be able to take advantage of the company's electronic services and products by registering on your mobile using (OTP) sent by the company to use the application as a security measure. The OTP is for your mobile and is used for registration purposes. You will be solely responsible for the mobile and any use of it or the OTP, whether by a third party or any other

- person. Any use of your mobile phone or OTP is considered use by you. It is your responsibility to notify the Company of any change in the mobile or mobile number and in no way will the Company be liable for any losses, damages, costs, fees or expenses incurred as a result of failure to do so. This also applies to the verification code sent by Absher “NAFAZ” service to you.
- You declare that the bank account number (IBAN) registered here in this contract is for you and that it is correct. You are responsible for any transaction that occurs therefrom.

The Company reserves the right, but may not be obligated, to make changes, improvements or modifications to the services, products and electronic transactions offered by the Company from time to time.

The Company reserves the right from time to time at its sole discretion but with prior clarification, to charge fees for services, products and electronic transactions.

- You must provide the Company with such information and data or provide the assistance required by the Company to perform its obligations in relation to services, products and electronic transactions.

Policy of Electronic Communication Means with Customers:

The postal address, e-mail address and telephone number registered in your electronic record as set out in the electronic application form shall be deemed final for the purpose of sending you notices and other communications. The private means of communication used by us will be according to our choice.

You agree to receive advertising and marketing messages and materials from us and to provide our services, products, websites and web pages by using e-mail, online, telephone or mobile communications including SMS services.

- We can contact the references you provided in the account opening application forms and the beneficiary details submitted to take advantage of the services, products and electronic transactions to verify the correctness of the information and data provided by you, in addition to marketing campaigns and ordering products. However, those references are entitled to notify us that they do not wish to be subject to any marketing methodology, and we will do our best to ensure that they are not contacted or solicited in the course of our marketing campaigns.
- The mobile phone service will also be valid and binding on you based on your consent thereof. We may at our discretion act in accordance with these instructions and the Company will not be obligated to verify or confirm the identity of the sender or the integrity of the message and any communications, orders or messages.

You must comply with any security protocol we set up for the phone or mobile services. In particular, you will maintain your confidentiality and be responsible for passwords, log information and other electronic transaction data and will not allow anyone else to use the phone or mobile services communications services on your behalf.

We may record all communications through these various means for record keeping, training and security purposes. You will be asked for your consent and authorization for us to make such recordings. You also confirm that the data, information and instructions stored in this way can be relied upon and notified to any of the third parties mentioned previously in the paragraph (Privacy Policy / Customer Confidentiality and Information Disclosure) may be requested to a limited extent and all or some of the stored data and information will be extracted as evidence In any actions or otherwise.

Kindly, note that all such recordings and all of our books, records and accounts will be as conclusive and binding as any certificate or account

statement issued by us unless there is an apparent error or gross negligence. Accordingly, you implicitly agree that all electronic transactions sent to you from us are legally binding and treated as a written transaction after adding your electronic signature therein.

The company is fully entitled to change these terms and conditions or completely replace them with other new terms and conditions or replace a page or pages contained in its website or pages on the Internet without notice. Your continued access to our sites or services provided to you and their use is considered consent to all changes made to the site.

- The company may modify all or part of the services, websites, pages or electronic applications, or stop or suspend them temporarily or permanently without prior notice at any time it deems appropriate.
- You also agree that the Company shall not be liable to you or to any other parties for any modification or suspension of services, websites and web pages.
- The Company may, at its sole discretion, prevent you from electronic dealing, accessing its websites, services and electronic pages, or using them for any reason, including, but not limited to, if the Company believes that you do not act under the terms and conditions associated with their visit, noting that preventing you from accessing them will never affect your account or your accounts with the Company, as they will remain in effect and accessible to you through other means.
- In order to protect your interests with us, the company may suspend your access to them, whether through prior notice or not, if the company finds that there is a security problem that may arise and requires further investigation and inspection. You will be able to access the websites, services and web pages later

- when an appropriate solution to the security problem is found and you are satisfied with the results.
- In the event that you do not use your personal account on the company's websites, services and electronic pages for a period of four "4" years, your personal account will be closed to protect your interests. If you wish to reactivate your account, you must contact customer service by calling the company's toll-free number and requesting the activation of your account.
 - The customer declares the authenticity of the documents, electronic records and electronic signature. Both parties declare their choice and of their own free will by agreeing that all their dealings are kept in electronic records or files or any of the technical methods for photocopying documents and are considered as an argument and evidence in arbitration and in all courts, committees and bodies. Neither of them may reject these electronic records or files as a means of proof.
 - The above are considered the terms and conditions set by the company. When approved by the user (customer) via the Internet (electronic approval), he is not entitled to make any modification, change, alteration, dropping or deletion of any part of it.
 - In the event that any modifications are made by the user (customer), they are automatically considered null and void, and they will not be binding or enforceable towards the company.
 - The company also disclaims its responsibility in the event of providing non-personal data or on behalf of the user concerned or the request.
 - The company is making great efforts to reduce the customer's trouble from repeated visits to the branches by replacing it with the current electronic digital system. Any exploitation or misuse of this system shall make the owner of this use bear full responsibility and the financial and legal consequences thereof.

- The submitted transaction shall not be started until after checking the application and the required documents and taking all the required approvals therein.

Electronic Signature Policy:

- The customer who electronically signs the electronic contract understands and declares after reading the terms and conditions stipulated herein that the electronic signature is considered a written signature. At that time the electronic signature is binding on the customer.
- The customer understands and declares that when placing the electronic signature on a form, service contract, product or electronic transaction submitted through the Internet, he is considered to have given his written consent to it and to all that is stipulated therein.
- The customer understands and declares that it is not permissible to deny the validity of the electronic signature or its inability to implement it, nor to prevent its implementation because it was done electronically.
- The customer understands and acknowledges that the information and transactions that result from this electronic transaction are authentic and enforceable.
- The customer declares that the electronic signature is evidence and presumption in the proof.
- The customer shall bear full responsibility for taking the necessary precautions to avoid the incorrect and illegal use of his electronic signature. The company does not bear any responsibility resulting therefrom.

Applicable Law and Dispute Resolution:

The Company's products, services, pages and websites may only be used in accordance with all Saudi laws and legal, regulatory and governmental requirements.

- All services, products, pages and websites provided by the company as well as provided herein including general terms and conditions and all variations, additions and modifications thereto from time to time and all other applicable terms including the various special terms and conditions shall be subject to the laws of the Kingdom of Saudi Arabia.
- Any dispute or difference between Abdul Latif Jameel United Finance Company and any customer arising from any transaction or any of the products, services, websites, web pages or terms and conditions will be submitted to the judicial authority in the Kingdom of Saudi Arabia in Jeddah.
- Without prejudice to anything contained herein, the Company makes no express or implied representation with respect to any of the products, services, websites and web pages offered in one or both of them under this Agreement, including but not limited to any representations not to violate third party rights, merchantability, satisfactory quality and fitness for a particular purpose.

Trademarks and Copyrights:

The copyrights in the pages, information and materials under their order contained in this website are either licensed or owned by Abdul Latif Jameel United Finance unless otherwise noted. The customer may import, copy, download or temporarily store extracts from our site in order to obtain his personal information and data or when using our products and services. The customer shall not change anything therein. Any other use is prohibited unless you first obtain permission from us. In particular, the customer may not use part of our site or our

pages and services on any other site, or link any other site to our site, without our prior permission.

Our Use of Cookies:

A cookie is a small text file sent from a website server to your computer's hard drive. Usually, your web browser is set to receive these files. However, you can choose to accept and how to accept cookies by setting your browser accordingly. The cookie stores information about the use of the site, and the site server may retrieve this information. The company uses cookies to determine if the customer has visited the site or the company's web page, but the company cannot track any of this information individually as the company does not know the customer as an individual user but can know the number of users of the site. Therefore, the use of cookies is related to knowing what is going on on the company's website, and the information obtained cannot be used for marketing on an individual basis.

Links to Third Party Websites or their Contents:

- Your use of hyperlinks will be at your own risk, as we provide these hyperlinks to other sites on the Internet for information purposes and customer convenience only. This does not mean implied approval of any third party sites on the network.
- We will not be responsible for the contents of any of the sites or other pages linked to the site as we do not check the content of any of those sites or pages. We advise you to review the terms and pages of the privacy policy related to the linked sites in order to know how the use of those sites may affect you.
- We are not responsible for the accuracy, timeliness, continuity of availability or existence of content, transition links or third party sites or pages linked to the site or any local site. We point out

that links to downloadable software sites are for the convenience of the customer only and we are not responsible for any difficulties or consequences related to software downloads. Use of any downloaded software will be subject to the terms of the license agreement (if any) that accompanies or comes with the software.

- The Site may provide access to new services, market analysis, financial planning tools, or other information provided by third parties on the Site. This does not imply the express or implied endorsement or approval of any third parties, their advice, opinions, information, products or services through any information on the Site. We do not control, guarantee, or be responsible for the accuracy, timeliness, or even continuing availability or existence of this content.