

Terms and Conditions

General Conditions

Welcome to EZHAL App. Bellow the Terms and Conditions of Use and Access to EZHAL App. These following terms and expressions in this Agreement shall have the meanings assigned to them as follows:

"**Ezhal App**" is owned by Retal International, a Company liability company.

"**Application**" means any reference in the Agreement to the "Application of Exclusion". All pages, links, tools and attributes of the Application relating to the Services provided by it are an integral part of the Application.

"**Client**" means the entity requesting the Service from the "Application" whether that entity is a natural person or a legal person.

"**Agreement**" means the Terms and Conditions of Use of Ezhal Application which includes all the terms and conditions set out for customer which govern the Customer's use of the Electronic Application.

The Client acknowledges and agrees that the use of the application is a clear and explicit acknowledgment that he will read and understand the terms and conditions of this agreement and the manner of using the application. The acceptance and express consent of the application to the terms and conditions of this agreement and its response shall be fully legal.

To comply with and comply with all the terms and conditions of the Agreement and all the terms and conditions of Retal International Company and it is known to the client that if the condition of approval is selected, the terms and conditions of the agreement are considered approved by the client.

Commitment

- You are 18 years or older
- That you have the authority to bind the institution "if you represent the institution"
- You will abide by all applicable local and international laws in this regard, in addition to you abide by all applicable provisions regarding the use of the application.
- That, the information and description of the service and / or the goods to be published on the application for sale are correct, accurate, detailed and illustrated.
- To work within the application policy of maintaining the privacy of contact information and communication, you will not disclose the details of information and contact addresses

including phone numbers, e-mail addresses, e-mail addresses, anywhere in the application including models, Or through any email features of the application.

- That you will not use your information through communications required to perform any additional sales outside the application or through another application.
- Will not collect information about other users including their email address and other means of communication.
- You will not disclose or post any personal information about users, or use them in any way (in our opinion) that may violate their privacy, privacy and applicable laws.

Terms of use

- 1.** The use of application services is available only to persons who can legally represent themselves according to the system of the Kingdom of Saudi Arabia. Persons who cannot legally represent themselves under the local contract system cannot use the e-application services applicable to the regulation of e-commerce and trade through the Internet.
- 2.** If you are a minor (under 18 years of age), you may use Ezhel App Services under the supervision of a parent or legal guardian, provided that you agree to be bound by the terms of use. The user will be responsible for using the application services outside of Saudi Arabia by fully complying with local laws in that area and applying the right to disqualify any member who has not attained the age of 18 years without notice and with the obligation to liquidate his accounts.
- 3.** These Terms and Conditions shall be valid and void for any other forms of commercial representation, oral agreements or other understandings, unless otherwise specified for a specific product or service. In the event that any user registers as a commercial enterprise, his business shall be bound by all the terms and conditions in this Agreement and will be bound by the terms and conditions
- 4.** You may not infringe or attempt to violate the security protection of the electronic application, including but not Company to:
 - Access to information that is not intended for you or access to an Internet server or account that you are not authorized to use officially.
 - Attempting to explore or test the capability of the system or the network or attempt to penetrate the security system or protection levels without being authorized to do so.
 - Attempting to tamper with or interfere with the service provided to any other user, host or network, including but not Company to spreading and sending viruses to the electronic application, overloading the application, sending unsolicited messages, spamming or any other means that may harm the integrity of the network
 - Sending spam including commercial offers and / or advertisements for products or services.

- Simulation for the purpose of forgery of an IP address, e-mail address or any part of the e-mail address and use in any e-mail or mailing group. Harmful violations of the system or network security will result in civil and criminal penalties in most cases.
 - The Client acknowledges and agrees that, in case of breach of any of the provisions of clause (4), the application shall be allowed to cancel any purchase or sale orders or any transactions performed by the customer and / or the institution. In this case, the Client or the Enterprise acknowledges and agrees that no liability for an application is permitted
- 5.** We are aware of our responsibility to protect your personal information. We take this very seriously and we believe that your personal information is one of our most important resources. We store and process your personal information through our servers. If you have any complaints, please contact our customer service center. This number 925555000 or via our e-mail at info@ezhal.com
 - 6.** We may use your e-mail to inform you of the products you may be interested in and always be aware of the discounts. You can unsubscribe from these messages by simply clicking the "unsubscribe" link added to the bottom of each email. Please note that this statement applies only to customers who have chosen to receive our newsletter.
 - 7.** We do not trade your personal information in any way whatsoever from selling or renting to any third party without your express consent in the first place.
 - 8.** The process of recording the information (personal information) you provide us is used only to complete your transactions and also to contact you. You must accept the principle of using and updating your personal information in order to handle the registration process and to control your identity during the follow-up process for the delivery of the purchase order and payment electronically.
 - 9.** The information you provide during the registration process is protected according to the terms of the privacy protection set out in this agreement and your personal information is part of your personal record for your transactions with our services. If you use Ezhal App, you will be responsible for maintaining the confidentiality of your personal account and password, prevent access to your computer and you are responsible for all transactions that are performed with your personal account using your password.
 - 10.** Application shall not incur any liability to any person for any loss or damage that may arise due to your failure to protect your password or any other information relating to your personal account. If suspicious transactions are suspected in your personal account, please notify us immediately through any way.
 - 11.** By agreeing to use Ezhal App and our services, you agree to receive e-mail in all its forms, periodicals, notices and alerts. You hereby implicitly agree that all electronic transactions sent to you by us are legally binding and transaction of linear transactions.

- 12.** We have the right to monitor, record, save and use any telephone call, e-mail or any other form of electronic communication with you for training purposes in order to verify the advice and observations directed to us and to improve and develop the quality of service provided to our customers.
- 13.** You acknowledge and agree that the application will notify you for any modification to the User Agreement. Under these amendments, your obligations may be multiplied by any amendments to the Terms of Use.
- 14.** Customer acknowledges and agrees that the application and with absolute disqualification and without disclaim legal responsibility to conduct any basic or sub-amendments to this agreement without requiring an additional approval from you, at any time with immediate effect and is to inform you of these amendments, either through e-mail or through Broadcast an adv on the app and the web site
- 15.** The maximum resolution of product color display is taken into consideration in the application, but what you see in your device depends primarily on your screen settings and this is outside our scope as we cannot confirm definitively the color settings supported on your screen.
- 16.** The publication of details about products or services (including, but not Company to: marketing brochures, advertisements, trade shows, magazine offers and small publications) on the application is not a guarantee of the availability of products and services, offers or prices either through electronic shopping
- 17.** Some errors may occur during the process of providing the product or service and provide detailed information about prices on the electronic application.
- 18.** The application cannot provide you with the prices of the services / products individually or the total cost of the product or service until you have delivered your entire electronic application.

If the invoice for the requested product or service is incorrect or the product & service description is incorrect due to registration error, in this case, either we will contact you to clarify this error and how to deal with it or cancel your order and Notify you of this cancellation.

If your application is accepted and monitored electronically, the total cost will be deducted from your credit card account and we will inform you by e-mail that the payment process is correct.

- 19.** Ezhel App simplifies the ability to purchase products or services online and to pay the required amount through Internet and that all cash transfers and payment must be in Saudi Riyals.
- 20.** Our payment system includes several methods & forms of payment methods:

- For online payment (online): We accept payment through credit card system (Visa, Mastercard) or SADAD gateway, via mada cards and finally via PayPal and Ezhal wallet)
- For transfers to the company bank accounts: They are on the application and all within local Saudi banks.

- 21.** In case of online payment, the customer will receive a notice on the screen once the payment is accepted and we will not take any responsibility if the payment is rejected or canceled by the credit card provider for any reason. You should check with the credit card provider for the reason for the rejection.
- 22.** We do not store credit card information on the application and all the information and details that you enter through the payment portal is encrypted for the purpose of security protection, and are also traded mail encryption and to the application service provider, and we do not provide any payment information that has about to be applied to other companies or individual entities unless requested by an official legal authority and processed by our payment officers.
- 23.** You must make sure that your credit card information used in the electronic payment services are correct, accurate and valid, and you must use only a your own credit card and that you will not use or share your personal information by e-services with any third party Except that the verification of the legitimacy of information and not falsification or when required by the law or regulations or the legitimacy of the court and the application service (online) is not responsible in any way for fraud credit cards. You will be charged with all use of counterfeit credit cards and you will be fully responsible for proving otherwise.
- 24.** If we are unable to provide you with the selected service or part of it, we will inform you directly in this regard and we will return full or part of the amount paid by the credit card that you have used
- 25.** Your use of the electronic payment service (online) for the electronic application is an implied acceptance of your compliance with these terms. If you do not agree to any of these terms, we ask you not to use this service.
- 26.** Retal Corporation, the owner of the application, reserves the right to cancel the application for any of the following reasons:
 - Reject / Disallow payment
 - Do not match the request for any of the items mentioned in the terms and conditions of purchase through the electronic application.
 - If the delivery address given by the customer is wrong or the contact information is wrong or because of inability to reach the customer.
- 27.** All copyrights, images, graphics, mobile designs, videos, music and other materials contained in this application are subject to copyright and other intellectual property rights of Retal International Company. Any Reproduction, distribution, or Modification or republishing on

other web sites without the express written permission of Retal International Company is forbidden and against the law

- 28.** Ezhel Logo and any other logos on the application are either registered or unregistered trademarks of the application and are protected by the rights and laws of ownership of other international and intellectual trademarks.
- 29.** All other trademarks not owned by Retal International that appear on the Application or web site are the property of their respective owners, who may or may not be affiliated, linked or sponsored by the Application.
- 30.** The brands appearing in this application, including but not Company to, are trademarks or service brands of Retal International Company, its subsidiaries or companies licensed by it.
- 31.** The information contained in this application is intended for customers in general and may not apply to certain geographical areas. Retal International Company will make reasonable efforts to ensure that the contents of this application are accurate and up-to-date. However, Retal International Company reserves the right to change the information at any time and no reliance should be placed on any of the information contained in this application. By the same law of any liability that may arise from such reliability and in spite of the generality of the above, Retal International Company disclaims to the full extent permitted by law itself from all responsibilities resulting from access to and use of this application and any of its contents, whether text, Animation, video, wallpapers, screensavers, games, downloads, or any other material or subject.
- 32.** The account holder accepts the terms and conditions of use of Ezhel App, using the user name and password, and knows that the basic function and basic use of the user name and password is similar to the SIM card function and is similar to the use of the ATM PIN. Immediately to the Account Holder, and by choosing the account holder for the user name, password and / or use of the Ezhel App services, has read, understood, accepted and adhered to the following terms, conditions and amendments.
- 33.** Any instructions sent or determined by the user name and password shall be binding on the account holder as being substituted for the actual signature regardless of the objection of the subsequent account holder for any reason and can be finally relied upon by Retal International Company and consider these instructions issued by the owner of the Account.
- 34.** The account holder will enter the user name, password and e-mail address by registering in the application and activate the account using the activation number received by telephone for one time. Under no circumstances shall the account holder disclose the user name and password to any other person. The Account Holder shall be solely responsible for any losses, costs or expenses incurred, whether caused directly or indirectly by the disclosure of the user name and password.
- 35.** The Account Holder agrees to use "Ezhel App" as set out in this Agreement and Retal International Company shall not be responsible for any loss, damage, or cost or expense of

any kind incurred by the account holder or any third party as a result of any use or access to "Ezhal App" in violation of the terms and conditions of this Agreement for any reason.

- 36.** Retal International Company may, without prior notice to the Account Holder, discontinue the use of the Application to its discretion without giving any reasons.
- 37.** The Account Holder shall have the right of confidentiality and Retal International Company shall not give to any person other than its employees, agents and representatives of its headquarters any special information about customers except:
 - When Customer agrees that Retal International Company may provide information to others.
 - When, by law, Retal Company is requested to provide the Saudi Arabian Monetary Agency or any other Saudi regulatory agency, any information in respect of the account.
 - When the company is required to provide information for the purpose of complying with a legal claim.
- 38.** Except as prohibited by law, the Account Holder agrees that the Retal Company may exchange with other reputable entities, as the Company deems appropriate, information about the account holder that it has provided, or acquired by the Company as a result of transactions or other activities, or, for the purpose of providing the Account Holder with products and services that the Company deems useful to the Account Holder
- 39.** If the account holder does not wish to receive offers via telephone and / or mail from the company, the account holder must inform the company by calling the number specified in the customer service section or by email at support@exhal.com . The company will then delete the account holder's name from the mailing list or telephone list used for these purposes (within 3 working days).
- 40.** The Account Holder agrees that the Company may upload certain information, including Customer Identification Information, on its own computer or other access devices.
- 41.** Retal Company agrees that reasonable efforts are taken to ensure the full performance of the Ezhal App Services and the Company shall be responsible for the work only on the basis of such instructions already received and shall not be liable for faults in communications facilities not under its control, Affect the accuracy or dates of messages sent by the account holder.
- 42.** The Company shall not be responsible for any loss or delay in sending instructions arising from the use of any access service provider or by any navigation software, nor shall the company be liable in the event that the account holder is given incorrect or incomplete instructions.
- 43.** The Company shall not be responsible for any viruses or related problems of mobile devices, which may be attributable to any provided services by any Access Service Provider or which may arise from the Account Holder's device.

- 44.** Ezhal App is using special software owned by Retal Company. If the Company provides the Account Holder with software to be used with Ezhal App system, the Account Holder grants a non-exclusive license to use the Software and this License allows him to use the Software solely for his own purposes as provided for in this Agreement.
- 45.** Ezhal App allow the Account Holder services and information of the Company, which may be provided with distinctive features. Such services, information and distinctive features are owned by Retal International Company. The Account Holder may use Ezhal App for only for personal use. His not allowed to copy, sell or distribute all or any part of the information provided in the application.
- 46.** If the account holder needs assistance or wishes to contact the company, he can either communicate directly with the customer service center through the number 9255550000 or via email, on info@ezhal.com
- 47.** The Account Holder agrees that Retal Company may record the conversations of the Company's staff with him. The Company does so from time to time in order to monitor the service and accuracy of the information provided by the Company's employees to the Account Holder, and to ensure compliance with the Account Holder's instructions.
- 48.** The Customer Service employees can assist in resolving any problems with Ezhal App System but are not authorized to waive any provision of this Agreement.
- 49.** The customer must update his e-mail address through Ezhal App in order to receive all e-mails sent from the application and related to the client's requests. The account holder may also save the messages sent for reference at any time.
- 50.** The account holder must ensure that his or her username and password are saved, as these data are important to protect his account.
- 51.** The account holder must not disclose Ezhal App login information should. He must also refrain from using public devices or keeping access information on them be avoided.
- 52.** The account holder agrees to read and abide the security advice and recommendations provided by Ezhal App to the account holder from time to time and the alert and warning messages that he presents on an ongoing basis. The Company agrees that such advice is not necessarily exhaustive and that the Account Holder will review other specialized sites in order to stay informed, updated and / or implemented to protect their interests, including their ID and password. The Company shall not be liable for any damages that may be incurred by the Account Holder as a result of loss, disclosure or misuse of his / her identification number or password.
- 53.** This User Agreement is governed by and construed in accordance with the law of the Kingdom of Saudi Arabia and is fully subject to the applicable legislation in the courts of the Kingdom of Saudi Arabia
- 54.** If any provision of this User Agreement is invalid or void or for any reason no longer applicable, such paragraph shall not invalidate the rest of the provisions of the Convention.

This Agreement (which is amended from time to time as per its terms) sets out all the outlines of understanding and agreement between you and the Mobile or Web App taking into account the following: No person who is not a party to this User Agreement shall have the right to impose any terms or conditions therein

- 55.** If the user's agreement is translated into any language other than English, whether in the application or in other ways, the Arabic text remains the dominant one.