

Mobile Telecommunications Company Saudi Arabia (Zain KSA)

Website Terms and Conditions

These terms and conditions govern your use of this website. **By using this website, You** (“you” “your” “user” shall refer to the person accessing this website and accepting these terms and conditions) are deemed to have read and agreed to the following terms and conditions if you disagree with these terms and conditions or any part of these hereof, you must not use this website.

Copyright

This website contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos and graphics, name, logo, video, music and sound (“Content”). The Content is protected by copyright law, registered trademarks, database rights and other intellectual property rights applicable in Saudi Arabia and outside.

Subject to the express provisions of these terms and conditions, Zain KSA, own and control all the copyright and other intellectual property rights in this website and the Content of this website, all such rights in relation to this website are reserved.

Permitted Use

User must not:

- use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website;
- use this website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without Zain KSA express written consent.

Registration and Account

If any portion of this website requires you to register or open an account you must:

- Provide Zain KSA with information that is (a) true, accurate, current and complete; and

(b) maintain and promptly update such information to keep it true, accurate, current and complete;

- Notify Zain KSA in writing immediately if you become aware of any unauthorised use of your account;
- Not use any other person's account to access the website, unless you have that person's express permission to do so.

Username and Password

You are responsible for maintaining the confidentiality of your username and password, and you agree that you are fully responsible for all activities that occur under your account.

User Information

When you use this website, you hereby authorize Zain KSA to collect, use and store personal information about you. Zain KSA may collect a variety of information which may include:

- Personal Information: information user give us when registering in our services (such as name, e-mail address, address, phone number, date of birth, nationality, gender);
- Financial Information: information user give us when paying for products and services through this website, (such as credit card information, banking details) so Zain KSA can verify, process and bill for our products and services;
- Network and Device Information: information that Zain KSA get from your use of our website (such as IP address, hardware model and settings, operating system, browser type, network information, web beacons/pixel tags, cookies, and details of when, where and how you used the website, etc.);

Zain KSA may use the information collected:

- To provide and bill for services and products, to verify your identity, and to send you offers for Zain KSA products and services;
- For internal purposes, such as auditing, data analysis, and research to improve our products, services, customer communications, content;
- To comply with regulatory obligations of disclosure and information.

Data Privacy

Zain KSA will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. Zain KSA will store all the personal information you provide on its secure servers.

Disclosure of Information

Zain KSA will:

- Maintain at all times the privacy and confidentiality of all information collected. Such information may only be disclosed when required by applicable laws or regulations in Saudi Arabia or when Zain KSA considers that such action is necessary or desirable to provide products and services, or technical support;
- Not sell, share, trade, rent or release any information to any third party outside Zain KSA, its parent or subsidiary companies, without user permission unless it is done on an aggregated basis for analytical purposes.

Third Party Link

This website may include links to other websites or material which is beyond Zain KSA control. Zain KSA is not responsible for such websites or material nor does Zain KSA review or endorse these. Zain KSA is not liable, whether directly or indirectly, for the privacy practices or content of such websites or for any damage, loss or offence caused or alleged to be caused in connection with the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

Disclaimer and Limitation of Liability

Zain KSA will not be liable (whether for breach of contract, negligence or any other liability arising under or in relation to your use of the website) for any actions or omissions by Zain KSA or anyone who works for Zain KSA, except to the extent that such liability cannot be excluded under Saudi laws and regulations. Zain KSA shall not be liable to the user for any loss of business, revenue, profits or anticipated savings, data being lost or corrupted, or any indirect or consequential losses or damages suffered by user through use of, or the unavailability of, this website.

Whilst Zain KSA will make its reasonable efforts to ensure that material included on this website is correct, reputable and of high quality, Zain KSA cannot accept responsibility if this is not the case. Zain KSA will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems that user may experience with the website.

Breach of these Terms and Conditions/Termination

Without prejudice to Zain KSA's other rights under these terms and conditions, if user breaches these terms and conditions in any way, Zain KSA may take such action as Zain KSA deems

appropriate to deal with the breach, including suspending user access to the website, prohibiting user from accessing the website, blocking computers using user IP address from accessing the website, contacting internet service provider of user to request that they block user access to the website and/or bringing court proceedings against user.

Modification of Terms and Conditions

Zain KSA may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the updated terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These terms and conditions constitute the entire agreement between user and Zain KSA in relation to your use of this website, and supersede all previous agreements in respect of the use of this website.

Zain KSA may set out specific terms and conditions for a product, a service or an offer launched by Zain KSA, these specific terms and conditions shall constitute an integral part of these website terms and conditions and shall be read in conjunction with it.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with the Saudi laws, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the competent courts of Riyadh, KSA.