



Terms of Use

1. WHO WE ARE AND HOW TO CONTACT US

These terms of use and the policies referred within it (Terms) govern your use of our corporate website, available at Soudah.sa or Soudahpeaks.com.

The Website is owned and operated by Soudah Development (we, us, our, SD), a company established in the Kingdom of Saudi Arabia and registered in King Abdullah Financial District having its head office address at 2877 Al Aqeeq District, King Abdullah Financial District, Unit 9, Riyadh 6686-13519. To contact us, please email info@soudah.sa.

Acceptance of these Terms

These Terms constitute a legal agreement between us and you. By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not accept and agree to comply with these Terms, then you must not use our Website.

You are also responsible for ensuring that all persons who use our Website through your network are aware of and comply with these Terms, and any other applicable terms and conditions

Types of personal information

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2. OTHER TERMS AND CHANGES

These Terms incorporate SD's privacy policy (the "Privacy Policy") available at Soudah.sa, which describes how we protect the privacy and confidentiality of users' information and data. SD recommends continually staying informed of the Privacy Policy and Terms by visiting this Website to check any related changes and/or updates to the Privacy Policy or these Terms.

3. USE OF THE WEBSITE

SD is the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors. SD grants you a single, non-exclusive, limited personal license to access and use the Website for non-commercial purposes subject to your continued compliance with these Terms. You may not transfer or share your right to access or use the Website.

You shall not conduct, facilitate, authorize, or permit any text or data mining or web scraping in relation to the Website or any services provided via, or in relation to, the Website. This includes using (or permitting, authorizing, or attempting the use of):

(a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Website or any data, content, information or services accessed via the same;

(b) any automated analytical technique aimed at analyzing text and data in digital form to generate information which includes but is not limited to patterns, trends, and correlations.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organization to content posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.



Our names and logos and all related product and service names, design marks and slogans are the trade marks or service marks of us or our licensors. No trade mark or service mark license is granted in connection with the materials contained on the Website. Access to the Website does not authorize anyone to use any name, logo, or mark in any manner whatsoever.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

You may link to our Website, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our Website in any site that is not owned by you.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Website other than that set out above, please contact the email address as set out at clause 1.

4. HOW YOU MUST NOT ACT WHEN USING OUR WEBSITE

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our Website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using our Website in any manner that infringes any intellectual property rights of any person;
- using our Website to defame, libel or otherwise harm the reputation of, our employees, the Kingdom of Saudi Arabia, its rulers and royal family or any other persons;
- knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- gaining or attempting to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer or database connected to our Website;
- attacking or attempting to attack our Website via a denial-of-service attack or a distributed denial-of service attack;
- attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of our Website; or
- posting or transmitting to this Website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic, contrary to law or public morals in the Kingdom of Saudi Arabia or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our Website, we have the right to take down this information at our sole discretion and without notice.

We will report any such breach to the relevant authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

5. DISCLAIMER

Our Website is made available free of charge. SD does not guarantee that our Website, or any content on it, will always be available, error-free or be uninterrupted. SD may suspend or withdraw or restrict the availability of all or any part of our Website.

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. SD is not responsible under any circumstances for any direct, indirect, incidental, consequential,



special, or exceptional damages arising from the use or inability to use its website. All information included on the Website are general and instructional information only, and SD makes no representations, guarantees, or warranties, express or implied, about the completeness, accuracy, reliability, suitability, or availability of this data, information, or related materials contained on the Website for any purpose and may not be used for a purpose other than general use.

6. LIMITATIONS OF LIABILITY

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

To the extent permitted by law, we provide our Website and content on the Website on an "as-is" and "as available" basis and we make no representation or warranty of any kind, express or implied, regarding the content or availability of our Website, or that it will be timely or error-free or that defects will be corrected.

SD will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- your use of, or inability to use, our Website; or
- your use of or reliance on any content displayed on our Website.

In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill, or reputation; or any indirect or consequential loss or damage.

Using, browsing, downloading materials, and submitting information to the SD Website will be under the user's responsibility. You acknowledge and agree that by submitting information or downloading any materials and services available on the SD Website; you do so at your sole and complete discretion and knowledge of related risks.

We do not guarantee that our Website will be secure or free from errors, bugs, or viruses. You will be solely responsible for any damage that may arise, including loss of information, data, or computer system damage. You should use your own virus protection software.

7. ENTIRE AGREEMENT

These Terms and the documents referred to or incorporated in them constitute the entire agreement between SD and you relating to the subject matter of these Terms and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, and arrangements of any nature whatsoever, whether or not in writing, between us and you in relation to the subject matter of these Terms.

If any provision of these Terms is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Terms will remain in full force and effect and will not in any way be impaired. If any provision of these Terms is held to be invalid or unenforceable but would be valid or enforceable if some parts of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

8. LANGUAGE

These Terms are published in English and Arabic for convenience. The Arabic language shall be the binding and controlling language for all matters relating to the meaning or interpretation of these Terms.



9. GOVERNING LAW AND JURISDICTION

These Terms shall be subject to, construed and implemented according to the laws, regulations, instructions, decrees, and any other instruments having force in the Kingdom of Saudi Arabia.

In the event of any dispute or controversy between you and us arising out of or in connection with these Terms which cannot be settled amicably, the matter in dispute shall be referred for final settlement to the competent Saudi court in the Kingdom of Saudi Arabia.