

# **Terms Policy**

Last updated: December 2025

## **INTRODUCTION**

WELCOME TO DRAHIM.SA (TOGETHER WITH ITS SUBDOMAINS, CONTENT, AND MARKS, THE "Application and Website").

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE (THE "Terms") BEFORE USING THE Application and Website OR THE SERVICE (DEFINED BELOW) SO THAT YOU ARE AWARE OF YOUR LEGAL RIGHTS AND OBLIGATIONS TO DRAHIM, LLC. ("Drahim", "We", "Our" OR "Us"). BY USING THE Application and Website AND/OR SERVICE, OR IN ANY EVENT BY REGISTERING AS A USER WITH THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE Application and Website OR SERVICE. Unless the Application and Website or Service is separately referred to in these Terms, all references herein to the "Services" shall include both the Application and Website and the Service.

## **ABOUT US**

Drahim Application Company for Financial Technology, is a company organized and existing under the laws of the Kingdom of Saudi Arabia, CR: (1010698626), which is permitted from the Saudi Central Bank to provide open banking services; and Drahim Application Company for Investment, a company organized and existing under the laws of the Kingdom of Saudi Arabia, CR (1010876632) dated 06/10/1444H, and which is permitted from the Capital Market Authority (CMA), to provide Robo-Advisory services.

## **MODIFICATION**

Drahim may change these Terms at any time by posting the changes on the Application and Website, and will use reasonable efforts to notify you of the changes. Such change will be effective immediately following the posting of the revised Terms and your continued use of the Services after we have posted changes to these Terms means that you agree to be bound by the changes, so please check the Terms posted on our Application and Website regularly for any changes.

## **THE SERVICE**

1. Drahim service is providing the following Services:
  - (a) Drahim provides personal finance information management and analysis service, that gathers data relating to Your spendings, analyses it, and provides you with wealth management custom-tailored to your unique situation.

- (b) Through advanced technical systems and modern programming mechanisms, Drahim provides a wide variety of leading financial advisory services, which cover the Saudi, regional and international capital and stock markets, in addition to different trading channels that suit your changing needs, with the assurance of an experienced team of brokers ready to provide the best levels of support you need.
  - (c) Drahim provides an investment access to wide range of Local and International Sharia-Compliant Equity Funds, that suit our investors' needs. Our experienced, dedicated team will assist you in making a suitable investment decision while ensuring a simple and convenient process.
  - (d) Drahim provides robo-advisor services, pursuant to KSA law (hereinafter the "Service").
2. Our Service is not intended to provide any tax, legal, insurance, accounting, or any other kind of professional advice or services, and nothing on this Application and Website should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any purchase decision, security, insurance policy, or investment strategy. To make sure that any information or suggestions on this Application and Website fit your particular circumstances, you should consult with an appropriate tax or legal professional before taking action based on any suggestions or information on this Application and Website. Unless otherwise specified, you alone are solely responsible for determining whether any financial or insurance strategy, product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.

## **YOUR USE OF THE SERVICE**

1. You agree to the following in connection with your use of the Services:
- a. You may not use the Services if you are under 18 years old or otherwise do not have legal capacity to form a binding contract.
  - b. You agree to abide by all applicable laws, regulations and rules in connection with your use of the Services.
  - c. You agree that you are solely responsible for all acts or omissions associated with your access and use of the Services and the access and use of the Services by anyone on your behalf.
2. In connection with your use of the Services, you will not:
- a. breach these Terms or any other applicable rules and instructions that Drahim may convey with respect to the use of the Services;
  - b. interfere with, disrupt, circumvent or manipulate the functionality or operation of the Services;
  - c. send automated or machine generated search queries or use robots, crawlers or similar Application and Websites to collect or compile content from the Services;
  - d. display the Services or any part thereof in an exposed or concealed frame, or link to elements on the Services, such as images and videos, independently from the web pages on which they originally appear; and/or
  - e. impersonate any person or entity, or making any false statement pertaining to your identity.
3. In connection with your use of the Services, you will not post, disseminate, transmit, or otherwise communicate through, or to the Services, or make available any User Submissions (defined below) or content on the Services, or when using the Services, or any of the services therein, content which may reasonably be deemed as:

- a. Infringing or violating intellectual property rights of other parties, including patents, copyrights, trade secrets and trademarks;
  - b. identifying minors, their personal details or their address and ways to contact them;
  - c. software viruses, trojan horses, worms, vandals, spyware and any other malicious code;
  - d. encouraging, supporting, assisting, providing instructions or advising in the committing of a criminal offense, under the applicable laws;
  - e. constituting a violation of a person's right for privacy or right of publicity;
  - f. prohibited by any applicable law, including court restraining orders, to be posted, published, disseminated, or otherwise made available to the public;
  - g. threatening, abusive, harassing, defamatory, libelous, vulgar, obscene or racially, ethnically or otherwise objectionable; and/or
  - h. unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.
  - i. Drahim is intended only for users in the Kingdom of Saudi Arabia, United Arab Emirate, and Bahrain. Any use of Drahim is subject to our Terms and Privacy Policy.
4. You agree that you are excluded from being subject to any terms and conditions in Alpaca Trading Service Provider Agreement, which are related to the following:
- a. All clauses which entail to entering into Margin Trade Contracts, including Schedule A, and Clause (28).
  - b. Any clauses which include giving or taking any interest rate.
  - c. Any clauses that include entering into lending or borrowing agreements.
  - d. Any clauses that include the entry into financial derivatives Agreements.

## AUTHENTICATION

In order that we can authenticate users have a wide variety of options, including email & password, Mobile phones, Google OAuth, Phone OTP and Apple ID (IOS Only). No other type of authentication is acceptable.

## PAYMENT FOR SERVICES

1. Drahim shall charge such fees, commission, charges in respect of the Services provided under the terms of these Terms and/or any supplemental agreements.
2. Administrative Fees for retail clients: Currently, Drahim collects administrative fees amounting to (0.25%) of the net balance of your investment account at Drahim, annually, with a minimum amounting to nine (9) Saudi Riyals per month, collected monthly.
3. Administrative Fees for institutional clients: Currently, Drahim collects administrative fees amounting to (1%) of the net balance of your investment account at Drahim, annually, to be deducted on monthly basis.
4. Administrative Fees (Savings Portfolio / Payments Portfolio) - Retail and Corporate: Currently, Drahim shares profit at a rate of up to 25% of net profit, and the administrative fees mentioned in items 2 and 3 of this paragraph do not apply to it.

5. Administrative Fees (Dividends Portfolio) – Retail and Corporate: Currently, Drahim only shares up to 25% of dividends amount, and the administrative fees mentioned in items 2 and 3 of this paragraph do not apply to it.
6. If you are a retail client and subscribed to Drahim Plus service and the net balance of your investment account at Drahim is less than 90,000 Saudi Riyals, Drahim administrative fees will be 0% annually of the net value of your account with Drahim, except for the portfolios mentioned in items 4 and 5 of this paragraph.
7. All such fees, commission and charges shall be subject to change from time to time. Drahim shall notify You of any change to the fees, commission and/or charges payable from time to time under these Terms and/or any supplemental agreements. By continuing to use the Services, You will be deemed to have accepted the revised fees, commission or charges.
8. In addition to its charges or fees, Drahim may be required to pay on your behalf duties, statutory charges and other expenses as may be applicable in respect of the Services. You hereby authorise Drahim to stop any Investment that may be held in the Account should there be insufficient cash available to settle any outstanding fee, charge or commission.
9. Drahim shall be entitled at its sole discretion to:
  - a. debit the Account with any amount due by You to Drahim under the terms of these Terms and/or any supplemental agreements (including expenses or taxes incurred on your behalf) as well as other agreed fees and expenses; and
  - b. deduct or withhold such fees, charges, expenses from any amount received by Drahim for Your account or any amount payable by Drahim to You.
  - c. You understand and acknowledge that some or all of the Services that Drahim may provide under these Terms and any supplemental agreement in relation to the Services may be subject to VAT. You agree that, where VAT is applicable, all fees, commission, charges and expenses payable to Drahim shall be exclusive of VAT, which You shall separately pay to Drahim at rates prescribed by the VAT Law.
10. Drahim hereby discloses that some of the investment portfolios, are managed and/or owned directly or indirectly by some shareholders of Drahim.
11. The fees outlined above are exclusively those charged by Drahim and do not cover any fees or expenses imposed by third parties.

## **ACCESS REMOVAL OR BLOCK**

1. Drahim may, remove or block access to the Services, or any part thereof, for any reason that Drahim may consider to be justified in its sole discretion including, but not limited to:
  - . to prevent misuse of the Services;
  - . when Drahim deems the use of the Services to be in breach of these Terms, or a violation of any applicable law; or
  - . when your user account is terminated, either by yourself or by Drahim.
2. Drahim may also remove or block access to some of the information made available through the Services after a certain period of time. Consequently, you may not find content that you previously had access to through the Services. The Services do not operate as an archive or file storage service and you are solely responsible for the backup of your content.

## REGISTRATION AND USER ACCOUNT

1. You shall open an Account with Drahim for the purposes of securities business including but not limited to, the purchase and sale of Securities through the Drahim Platform. In this context, "Account" means one or more of the account(s) held in your name with Drahim for the purposes of conducting securities business including but not limited to trading in investments and holding cash in any currency;
2. Drahim reserves the right to reject your application to open an Account at Drahim's absolute discretion and without providing any reason for such rejection
3. Upon the opening of an Account, you shall create his own User ID and password for the purpose of accessing the Account and using the Services.
4. BY REGISTERING AND USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.
5. When you register with the Services, Drahim will ask you to provide certain contact and personal details. Bear in mind that false, incorrect, or outdated information may prevent you from registering and impair Drahim's ability to provide you with the Services or to contact you. Drahim will explicitly indicate the fields that are mandatory to complete. If you do not enter the requisite data in these fields, you will not be able to register. You agree we may use such information in accordance with our Privacy Policy.
6. To login, you must use your email address or phone number and password. Alternatively, Drahim may provide you with a password for accessing your Service account on the Application and Website. Drahim may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing your account, or for accessing certain services on the Services.
7. You agree to maintain your login details in absolute confidentiality and refrain from disclosing them to others. Make sure that you change your password frequently and at least once every three months. You are fully accountable for any outcome that may result from your failure to provide true, accurate and complete details in the course of the registration process, and for any use or misuse of your account on the Services as a result of compromising your details or conveying them to someone else or not keeping them secure and confidential.
8. For our compliance purposes and in order to provide the Services to you, you hereby authorize us (and our third-party service providers) to obtain, verify, and record information and documentation that helps us verify your identity and bank account details. When you create your Drahim Account and from time to time thereafter, we may require you to and you hereby agree to provide and/or confirm information and documentation that will allow us to identify you, such as:
  - A copy of your government-issued photo ID, such as a passport or driver's licence;
  - A copy of a utility bill, bank statement, affidavit, or other bill, dated within 3 months of our request, with your name and street address on it; and Such other information and documentation that we may require from time to time.
9. It's important that you provide us with accurate, complete and up-to-date information for your Drahim Account and your bank account, and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Drahim Account.
10. You may terminate your account at any time, by using Drahim's designated termination form in Drahim's Settings page or by contacting Drahim by email at: [support@drahim.sa](mailto:support@drahim.sa).
11. Drahim may require you to verify your termination notice by sending Drahim an additional termination request message, either by e-mail or through any other means, as a prerequisite for termination of your account, and from that date of termination you will no longer be able to access your account.

## Deposited Money

The client agrees that Drahim will deposit the client's money in an account that provides returns with a local or overseas bank and obtain such returns or part of them.

## CLIENT CLASSIFICATION

1. Drahim may request information from you regarding your financial situation, investment knowledge and experience and investment objectives relevant to the Services to be provided by Drahim to You.
2. You agree to provide Drahim with all such information as may be required by Drahim which information shall be true and correct in every particular.
3. You agree that Drahim shall be entitled to place its reliance on all such information provided by You to Drahim.
4. Drahim shall always endeavour to give You high quality advice when it is agreed that Drahim shall provide such advice or when the same is required as part of Drahim's Services to You.
5. You agree that you shall never rely on any statement or opinion of any employee of Drahim unless that statement or opinion is given by Drahim in writing to You whilst You is under a designation of "customer" within the meaning of applicable Implementing Regulations.
6. Drahim may from time to time add to or limit the scope of the Services provided to You. This may include limitations on the investments and markets in which you may trade. Drahim will notify You of such restrictions, if any. Such notices shall supplement and form part of this Terms and Conditions.

## ORDERS AND TRANSACTIONS

1. You authorise Drahim to accept and execute Your orders and instructions through the Drahim Platform (if the option is enabled for You) and other channels as may be determined by Drahim and subject to the provisions of this Terms and/or other supplemental policies.
2. Drahim reserves the right to refuse to accept or to cancel an order or instruction at any time and in any circumstances at its sole discretion.
3. An order effected through the Drahim shall be made by clicking the visual or graphical "Confirm" button. You are permitted to place a request to Drahim to cancel an order after You have placed that order.
4. You hereby acknowledge and agree that Drahim may not be able to cancel an order placed by You including in circumstances where the cancellation request is not received by Drahim in sufficient time prior to the execution of Your order.
5. Drahim, in its sole discretion, reserves the right not to act upon a cancellation request from You.
6. Drahim shall not be liable for any losses in circumstances where it does not act on a cancellation request submitted by You. You shall assume full responsibility for all orders effected.
7. Subject to applicable laws and regulations, Drahim may aggregate Your orders with Drahim's own orders and orders of other clients. By combining Your orders with those of other clients Drahim must reasonably believe that this is in the overall best interests of its clients. However, aggregation may result in You obtaining a less favourable price in relation to a particular order.

8. Drahim will adhere to its best execution policy in respect of transactions which it undertakes for You. Drahim shall take reasonable care to obtain the result which is the best available result for You.
9. You hereby acknowledge that all transactions using the Account shall be subject to: (a) the laws, rules, regulations, and customs the various securities exchanges or markets and their clearing house, if any, where transactions are executed by Drahim; and (b) Drahim's internal procedures, review and approval.

## **PRIVACY AND YOUR PERSONAL INFORMATION**

1. You can view Drahim Privacy Policy on the Application and Website for the Services. You agree to the applicable Drahim Privacy Policy, and any changes published by Drahim.

## **ACCOUNT TERMINATION**

1. Notwithstanding any remedies that may be available to Drahim under any applicable law, Drahim may temporarily or permanently deny, limit, suspend, or terminate your user account, prohibit you from accessing the Services (or any part thereof), remove content and take technical and legal measures to keep you off the Services, if Drahim believes that:
  - . you have abused your rights to use the Services; or
  - . you have breached the Terms; or
  - . you have performed any act or omission that violates any applicable law, rules, or regulations; or,
  - . you have performed any act or omission which is harmful or likely to be harmful to Drahim, or any other third party, including other users, and providers of the Services; or,
  - . you conveyed your password to another person; or
2. Except in cases where your continued use of the Services may expose Drahim or any third party to risk or harm, Drahim will reasonably attempt to receive your response and give you prior notice, when applicable, prior to taking the above actions.

## **FOREIGN CURRENCY**

1. Should you engage in any transaction in any currency other than Saudi Riyals, You acknowledge and agree that any profit or loss resulting from any fluctuation in the exchange rate of such currency shall be deducted from or credit to Your account.
2. You accept the risk of all legal or administrative restrictions that may apply with respect to the exchange or transfer of any currency at any time. You also agree to bear all taxes, duties, imposts and other charges that may be imposed by any jurisdiction on the exchange or transmission of any foreign currency.

## **RECORDS:**

1. You hereby agree that Drahim may; (a) maintain records including any notifications, contract notes, statements of account and other records relating to the Account, whether in physical or electronic form; (b) record your telephone conversations with Drahim; (c) record and monitor your electronic communications with Drahim; and (d) maintain all such records for any period as Drahim deems appropriate in accordance with the applicable Implementing Regulations.
2. You further acknowledge and agree that Drahim's records may be considered by the CMA to be conclusive and binding on you in any dispute between the parties to this Terms.

## **CUSTODIAN**

In cases where the assets are not registered in the client's name directly, the client authorizes Drahim to register his assets with an authorized capital market institution licensed to provide custody services, and the client must remain the beneficiary of these securities, and the custodian is responsible for custody of the assets and registering them for the benefit of the clients.

## **LINKS TO OTHER WEBSITES**

1. The Service may contain links to content on other websites that are not owned or controlled by Drahim (each a "Third-Party Website") and may also permit you to post content to Third Party Websites.
2. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any Third-Party Website.
3. You may find the Third-Party Websites or the information and content posted therein not compatible with your requirements, or you may object to their content, or find such content to be annoying, improper, unlawful or immoral. You: (i) are solely responsible and liable for your use of and linking to Third-Party Websites and any content that you may send or post to a Third-Party Website; and (ii) expressly release us from any and all liability arising from your use of any Third-Party Website. We encourage you to read the terms and conditions and privacy policy of each Third-Party Website that you choose to visit or interact with.
4. Drahim may use the services of the Third-Party Websites additionally. Drahim has no control over, and assume no responsibility for the payment, terms of services, privacy policies, or practices of, any Third-Party Website. We strongly recommend you to read the terms and conditions and privacy policy of each Third-Party Website.

## **PAID SERVICES**

1. You may choose to subscribe to Drahim's paid service, called Drahim Plus. All paid subscriptions automatically renew for the period and price that you signed up to.
2. You may cancel auto-renewal to avoid recurring charges, but you must act at least 1 day (24 hours) before the next renewal date. If you purchased the subscription via iTunes or Google Play, additional terms may be applied.

## **REFUNDS**

1. Unless otherwise expressly specified in these Terms, if you cancel your subscription prior to its expiration, Drahim will not refund any of the prepaid fees.
2. It is entirely your responsibility to ensure that you cancel your account in good time should you no longer require Services and do not wish to be billed further.

## **CORRECTION OF ERRORS**

Drahim makes an effort to ensure the reliability of the information that appears in Drahim's Services. However, errors may occur. If you believe that any information sent or published by Drahim on the Services is erroneous, please inform Drahim at [support@Drahim.com](mailto:support@Drahim.com).



## INTELLECTUAL PROPERTY

1. All rights, title and interest in and to the: (i) Services and any part thereof; (ii) text, documents, articles, brochures, descriptions, graphics, photos, sounds, videos and interactive features on the Services (collectively, the "Materials"), (iii) the Services' products, services and Software (collectively, "Software"); (iv) User Submissions (as defined below and together with the Materials and Software, the "Content"), and (v) the trademarks, service marks and logos contained therein ("Marks"), including patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are the property of and are owned by Drahim or its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties.
2. Except as expressly set forth herein, nothing in these Terms shall be construed as transferring any rights to you or any third party. Drahim, and its licensors, reserve any and all rights not expressly granted in these Terms.
3. Unless expressly permitted in these Terms, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Services, Marks or Content or any portion thereof, either by yourself or by a third party on your behalf, in any way or by any means, including, but not limited to electronic, mechanical or optical means. Content on the Services is provided to you on an 'as is' and 'as available' basis for your information and personal use only.
4. If you use or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

## USE OF MARKS

1. You may not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to the trademarks, services marks and logos of Drahim and other providers of the Services.
2. You must avoid any action or omission which may dilute, or tarnish Drahim's goodwill.
3. "Drahim", the Drahim logo, and other marks are Marks of Drahim or its affiliates. All other trademarks, service marks, and logos used on the Services are the trademarks, service marks, or logos of their respective owners.

## PROPRIETARY NOTICES

You agree to abide by all messages and signs pertaining to proprietary rights, such as — Copyright mark [©] or Trademark [® or ™] accompanying the Services and any content provided through the Services. You agree to retain and avoid distorting such signs and notices in any copy thereof.

## USER SUBMISSIONS

The Services may permit the submission, hosting, sharing and publishing of some data and materials by you and other users ("User Submissions"). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them.

## **USER ACCOUNT INFORMATION**

Any information that we collect in connection with your User Account, including any login credentials (collectively "User Account Information"), is not considered a User Submission. We keep your User Account Information confidential and will only use it in accordance with our Privacy Policy.

## **LICENCE TO USER SUBMISSIONS**

1. By uploading information, data, and materials to the Application and Website , including any and all communications that you make with other users on or through the Application and Website , you grant Drahim a royalty-free, worldwide, non-exclusive, perpetual, irrevocable, non-transferable licence, to copy, process, adapt, and translate such content, combine such content with or incorporate such content into other content and modify and create derivative works of such content; in each case in connection with Drahim's operation of the Application and Website and Service, and in Drahim's other media platforms, Applications and Websites and services.
2. You further waive all moral rights and rights of attribution with respect to the use of your User Submissions.

## **OWNERSHIP**

1. You represent and warrant that you own or have the necessary rights and permissions to use and authorize Drahim to use all Intellectual Property Rights (defined below) in and to your User Submissions and any other content that you provide to Drahim, and to enable inclusion and use thereof as contemplated by the Services and these Terms.
2. "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.

## **ANONYMOUS INFORMATION**

You acknowledge and agree that Drahim may collect and use non-personally identifiable data regarding activity in User Accounts in order to provide and improve the Services. For example, Drahim may collect and use data regarding a potentially fraudulent transaction on a User Account in order to help identify similar fraudulent transactions on other User Accounts. None of this data will identify you, or any credit card number or account numbers.

## **CHANGES IN THE SERVICE**

1. Drahim may make changes to the Services at any time. The changes may include, for example, the scope or type of Services, the layout or display and the Services' content. Prior notice may be given in the event of material changes.
2. The changes may cause inconvenience or even malfunctions at first although Drahim will do everything possible to minimize these events. You agree and acknowledge that Drahim does not assume any responsibility with respect to, or in connection with the introduction of such changes or from any malfunctions or failures that may result thereof.

## **APPLICATION AND WEBSITE AND SERVICE AVAILABILITY**

The availability and functionality of the Services, or any part thereof, depends on various factors and elements, including software, hardware and communication networks that are partially provided by third parties. These factors are not fault free. Despite Drahim's efforts, Drahim does not warrant or guarantee that the Services will operate without disruption, errors or interruptions, or that it will be accessible or available at all times.

## **TERMINATION OF OPERATION**

1. Drahim may at all times and in Drahim's sole discretion, terminate the operation of the Services, or any part thereof, temporarily or permanently, in the event that Drahim, including but not limited to:
  - . voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within 60 days after being commenced;
  - . admits in writing its inability to pay its debts generally as they become due (or takes any corporate action tantamount to such admission);
  - . makes an assignment for the benefit of its creditors; or
  - . ceases to do business as a going concern. In such an event, and when possible, Drahim will provide prior notice of termination.
2. You agree and acknowledge that Drahim does not assume any responsibility with respect to, or in connection with the termination of the Services' operations and loss of any data as a result.
3. in the event that we cease providing the service, whether as a result of a liquidation, bankruptcy, or otherwise, all prepaid subscriptions will be treated as non-refundable.

## **DISCLAIMER OF WARRANTY**

1. The service is provided on an "as is" basis. to the maximum extent permitted under applicable law, Drahim disclaims all warranties and representations, either express or implied, with respect to the services or otherwise arising from or relating to these terms, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, quality, non-infringement, title, compatibility, performance, security or accuracy and any representations and warranties arising from a course of dealing, course of performance or usage of trade. some states do not allow the disclaimer of certain warranties, so the above disclaimer may not apply to you.
2. You agree and acknowledge that the use of the services is entirely, or to the maximum permitted by the applicable law, at your own risk.
3. Some content that is displayed on our Application and Website, or in connection with our services, is based on information that is shared by users of our services and does not necessarily reflect the views of Drahim. we do not make any representations about such content, and disclaim all liability in connection thereto. If you have a question about any such content please email us at [support@drahim.com](mailto:support@drahim.com).
4. Drahim disclaims any representation or warranty that the services will identify all questionable transactions on your user accounts. Drahim is not a party to any transactions on your User Accounts and does not assume any responsibility with respect to any such transactions.

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by the applicable law, neither Drahim, nor any of Drahim's affiliates nor any of its or their respective officers, directors, shareholders, employees, sub-contractors, vendors,

partners or agents (collectively, the "Drahim Parties"), shall be liable for any direct, indirect, incidental, special, punitive or consequential damages, or any other damages or losses (including loss of profit and loss of data), costs, expenses or payments, whether claimed in an action under contract, tort (including negligence), warranty or any other theory, arising from, or in connection with the use of, or the inability to use the services, or from any failure, error, or breakdown in the function of the services, or from any fault, or error made by Drahim or Drahim's staff or anyone acting on Drahim's behalf, or from your reliance on the services or content available on the services, or from any communication with the services, or from any denial or cancellation of your user account, or from retention, deletion, disclosure or any other use or loss of your content on the services. In any event, to the extent that any of the Drahim parties are in any respect found to be liable despite the preceding sentence, then the maximum aggregate liability of the Drahim Parties to you shall be limited to the fifty US dollars. The foregoing exclusions and limitations of liability will apply even if Drahim has been advised of the possibility of damages and even if a remedy set forth herein is found to have failed of its essential purpose.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless, Drahim and each of the other Drahim Parties, at your own expense and immediately after receiving a written notice from Drahim, from and against any damages, awards, settlements, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, action or demand, arising from your use of the Services, or from any communications that you convey through the Services, or from your breach of the Terms, or any other terms, rules or regulations applicable to the Services, or from your alleged violation or infringement of any other person's rights.

## **GOVERNING LAW AND JURISDICTION**

1. These Terms and your use of the Service, and any disputes directly or indirectly arising from these Terms or your use of the Services, shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia, without giving effect to any choice of law or conflict of law rules or provisions, which would result in the Application of the laws of a jurisdiction other than the Kingdom of Saudi Arabia.
2. You agree to resolve any dispute or claim that you may have against Drahim exclusively in the Saudi courts located in Riyadh City, Saudi Arabia. You hereby irrevocably consent and submit to the exclusive jurisdiction of such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## **COPYRIGHT POLICY**

It is our policy to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement in accordance with our Copyright Policy ("Copyright Policy").

## **NOTICES**

1. Drahim may contact you and send you notice via e-mail. You may contact Drahim's customer relations department, by using the contact us page on the Services. If you do not wish to receive any of the above communications, you may opt-out of them. Please refer to our Privacy Policy or contact us.

2. Drahim reserves the right to publish in public — including on the Services — certain communications with you, such as your compliments regarding the Services, as long as your personal and identifiable details will not be revealed without your prior consent. All communications with Drahim will be deemed as received after one business day.

## **GENERAL TERMS**

1. These Terms constitute the entire agreement between you and Drahim with respect to the Services and supersedes any and all other agreements with respect to the Service.
2. Failure on Drahim's part to demand performance of any provision in the Terms shall not constitute a waiver of any of Drahim's rights under the Terms.
3. Drahim may transfer its business relating to the Services, or any part thereof, to an affiliated company or a third party, including, but not limited to, by merger, sale of equity interests, sale of all or substantially all assets or other change of control transaction involving such business. In the case of such business transfer, Drahim will transfer your details and information to the acquirer of such business and you hereby give your prior consent thereto. In such an event, and when possible, notice will be given of the business transfer.
4. Your rights and obligations under the Terms are not assignable, but may be assigned by Drahim without restriction or notification to you. Any attempted or actual assignment thereof by you will be null and void without Drahim's prior and explicit consent in writing.
5. The section headings in the Terms are included for convenience only and shall take no part in the interpretation, or construing of the Terms "including", whether capitalized or not, means without limitation.
6. If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Terms shall continue to remain in full force and effect.
7. The provisions of these Terms titled Intellectual Property, Licence to User Submissions, Disclaimer of Warranty, Limitation of Liability, Indemnification, Governing law and Jurisdiction, General Terms and any other provisions which by their nature would reasonably be expected to survive, shall survive any termination or expiration of your use of the Services.
8. The Arabic language is the governing language for this Use Policy. In case of any discrepancy between the Arabic version and its corresponding English translation, the Arabic version of this Use Policy prevails.