

RIFD TERMS & CONDITIONS

Welcome to RIFD, (hereinafter referred to as the "Website", "Application", "We," "Us," or "Our"), owned and operated by RIFD (hereinafter referred to as "the Company") with its registered office located at Saudi Arabia, Jeddah, AlMadinah AlMunawarah Road, Ash Sharafiya District, postal code (22234) CR number (4030492751) The Application is offered to You conditioned on Your acceptance without modification of the Terms, Conditions, and notices contained herein (the "Terms").

1. DEFINITIONS

- 1.1 Rifd is a Platform (hereinafter referred to as "Platform") where Rifd is an Affiliate system which can create your own wish list and share it with your friends and family by exploring the stores in RIFD Application
- 1.2 The Users of Rifd shall be referred to as "You," "Your," "Client"," Customer", or "Users."
- 1.3 Account: It is the customer's shopping record or page that is created when logging in to the platform with the aim of purchasing or viewing services and events affiliated with the platform.
- 1.4 Service Provider: It is the entity or person that provides goods by displaying the services provided through them through the Rifd platform.
- 1.5 By clicking on the "Accept" button at the end of the Agreement acceptance form, Users agree to be bound by the Terms and Conditions of this Agreement. Please read this entire Agreement carefully before accepting its Terms. When You undertake any activity on the Application, you agree to accept these Terms and Conditions.
- 1.6 In using this Application, you are deemed to have read and agreed to the following Terms and Conditions set forth herein. Any incidental documents and links mentioned shall be accepted jointly with these Terms. You agree to use the Application only in strict interpretation and acceptance of these Terms, and any actions or commitments made without regard to these Terms shall be at Your own risk. These Terms and Conditions form part of the Agreement between the Users and Us. By accessing this Application, and/or undertaking to perform a Service provided by Us indicates Your understanding, agreement to and acceptance of the disclaimer notice, and the full Terms and Conditions contained herein.

2. ELIGIBILITY OF THE USER

- 2.1. You may use the Service only if You are at least eighteen (18) years of age and can form a binding contract with Us, and only in compliance with this Agreement and all applicable to the laws of Saudi Arabia.
- 2.2. Unauthorized Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the Platform. Any such unauthorized use is strictly forbidden and shall constitute a violation of applicable state and local laws.
- 2.3. Our application may, in its sole discretion, refuse to offer access to or use of the Platform to any person or entity, and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Application is revoked in such jurisdictions.

3. YOU AGREE AND CONFIRM

- 3.1. That you will use the Services provided by our Platform, its affiliates, and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Platform.
- 3.2. That You will provide authentic and true information in all instances where such information is requested of You. We reserve the right to confirm and validate the information and other details provided by You at any point in time. If upon confirmation Your details are found not to be true (wholly or partly), We have the right in Our sole discretion to reject the registration and debar You from using the Services of Our Platform and/or other affiliated Applications without prior intimation whatsoever.
- 3.3. That You are accessing the Services available on this Application and transacting at Your sole risk and are using Your best and prudent judgment before entering any dealings through this Platform.
- 3.4. It is possible that the other Users (including unauthorized/unregistered users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to Your use of the Platform, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Platform, you acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.
- 3.5. You agree to not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information or description/image/text/graphic of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law.
- 3.6. You agree to not post or transmit any information, software, or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- 3.7. You agree to not alter, damage, or delete any Content or other communications that are not Your own Content or to otherwise interfere with the ability of others to access Our Platform.
- 3.8. You agree to indemnify and keep indemnified the Company from all claims/losses (including advocates' fees for defending/prosecuting any case) that may arise against the Company due to acts/omission on the part of the User.

4. WARRANTIES, REPRESENTATION AND UNDERTAKINGS OF USER

- 4.1. The User warrants and represents that all obligations narrated under this Agreement are legal, valid, binding, and enforceable in law against the User.
- 4.2. The User agrees that there are no proceedings pending against the User, which may have a material adverse effect on its ability to perform and meet the obligations under this Agreement.
- 4.3. The User agrees that it shall, always, ensure compliance with all the requirements applicable to its business and for the purposes of this Agreement including but not limited to intellectual

property rights, value-added tax, excise and import duties, etc. It further declares and confirms that it has paid and shall continue to discharge all its obligations towards statutory authorities.

- 4.4. The User agrees that it has adequate rights under relevant laws including but not limited to various intellectual property legislation(s) to enter into this Agreement with the Company and perform the obligations contained herein and that it has not violated/infringed any intellectual property rights of any third party.
- 4.5. The user agrees that appropriate disclaimers and terms of use in the Company's Application shall be placed by the Company.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The User expressly authorizes the Company to use its trademarks/copyrights/designs/logos and other intellectual property owned and/or licensed by it for the purpose of reproduction on the Platform and at such other places as the Company may deem necessary. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademarks/logos in the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and/or logos.
- 5.2. The Company's Application and other Platforms, and the information and materials that it contains, are the property of the Company and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions, and other intellectual property laws. All the Company's product names and logos are trademarks or registered trademarks. Nothing contained on the Company's Application should be interpreted as granting, by implication, estoppel, or otherwise, any license or right to use the Company's Application or any materials displayed on the Company's Application, using framing or otherwise, except: (a) as expressly permitted by these Terms and Conditions; or (b) with the prior written consent of the Company. The User shall not attempt to override or circumvent any of the usage rules or restrictions on the Application.
- 5.3. Except as otherwise expressly granted to You in writing, we do not grant You any other express or implied right or license to the Services, Our Content or Our intellectual property rights.
- 5.4. Proprietary Rights. Subject to the limited rights expressly granted in this Agreement, the Company reserves all rights, title, and interest in and to the Service, including all related intellectual property rights. No rights are granted to the User in this Agreement other than as expressly outlined in this Agreement.

6. DATA

- 6.1. "Data" means any and all identifiable information about Users and their affiliates generated or collected by the Company or the User, including but not limited to the User's name, email addresses, Services availed, phone numbers, and the User's preferences and tendencies. The User agrees that it will only use the Data in complying with its obligations in this Agreement.
- 6.2. The User represents, warrants, and covenants that it will not resell or otherwise disclose any Data to any third party, in whole or in part, for any purpose whatsoever.
- 6.3. The User acknowledges that the Services may contain information which is designated as confidential by the Company and that You shall not disclose such information without the Company's prior written consent.

- 6.4. By submitting Content, the User hereby irrevocably grants Us a perpetual, irrevocable, nonexclusive, royalty-free right to use the Content for any purpose including API partnerships with third parties and in any media existing now or in future. The User irrevocably waives, and causes to be waived, any claims and assertions of moral rights or attribution with respect to the User's Content brought against Us by any third-party services or their users.
- 6.5. We may obtain business addresses, phone numbers, and other contact information from third-party vendors who obtain their Data from public sources. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any products, services, advertisements, and other Content appearing in or linked to the Services.

7. RELATIONSHIP

- 7.1. Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency, or employment between the Parties. The Company shall not be responsible for the acts or omissions of the User, and the User shall not represent the Company, neither does it have any power or authority to speak for, represent, bind, or assume any obligation on behalf of the Company.

8. INDEMNITY

- 8.1. The User indemnifies and shall hold indemnified the Company, its partners, officers, employees, representatives, and agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim, including but not limited to claims for any infringement of any intellectual property rights or any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the User's products, the breach of any of the User's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or Terms of use of Company's Application or any obligations arising out of the User infringing any applicable laws, regulations including but not limited to intellectual property rights, or taxes, etc. This clause shall survive the termination or expiration of this Agreement.

9. EXPRESS RELEASE

- 9.1. You expressly hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to Your use of the Company's Application. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and You accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which You may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

10. LIMITATION OF LIABILITY

- 10.1. It is expressly agreed by the User that the Company shall under no circumstances be liable or responsible for any loss, injury or damage to the User or any other Party whomsoever, arising on account of any transaction under this Agreement.
- 10.2. The User agrees and acknowledges that it shall be solely liable for any claims, damages, or allegations arising out of the Services through the Platform and shall hold the Company harmless and indemnified against all such claims and damages. Further, the Company shall not be liable

for any claims or damages arising out of any negligence, misconduct, or misrepresentation by the User or any of its representatives.

The Company under no circumstances shall be liable to the User for loss and/or anticipated loss of profits, or for any direct or indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if the User has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss of business, unless such loss or damages is proven by the User to have been deliberately caused by the Company.

11. CANCELLATION

- 11.1. We are not responsible for any cancellation due to our Affiliate system.
- 11.2. Once the customer wants to cancel the order, the customer must contact the store from which the product was purchased.

12. DELIVERY

- 12.1. We are not responsible for any delays, missing, damage in your shipment due to our Affiliate system. If there is any delivery issue such as delay, or missing items, etc, the customer must contact the store from which the product was purchased.

13. LINKS OTHERS WEBSITE

Our Service may contain links to third-party web sites or services that are not owned or controlled by Rifd.

Rifd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The opinions expressed or material appearing on these websites are not necessarily shared or endorsed by us and should not be considered as the publisher of such opinions or material. Please note that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites.

You should evaluate the security and reliability of any other site linked to or accessed through this site before disclosing any personal information to them. This company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties.

You further acknowledge and agree that Rifd shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such web sites or services.

14. LOG FILES

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

15. SOFTWARE IN OUR SERVICES

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Rifd gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Rifd as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Rifd, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions, or you have our written permission.

16. TERMINATION

- 16.1. This Agreement may be terminated by the Company if the User commits a material breach of any representation, obligation, covenant, warranty or term of this Agreement and the same is not cured within 30 days after written notice given by the Company, if a petition for insolvency is filed against the User or if the User is in infringement of third-party rights, including intellectual property rights.
- 16.2. This Agreement may be terminated without reason by either Party after serving upon the other a written notice of thirty (30) days. The Agreement shall stand terminated after expiry of such period.

17. EFFECTS OF TERMINATION

- 17.1. In the event of termination/expiry of this Agreement, the Company shall remove and shall discontinue the Services provided to the User on its Platform with immediate effect.
- 17.2. The Company shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the User by virtue of termination of this Agreement.
- 17.3. During the period under notice, both the Parties shall be bound to perform their obligations incurred under this Agreement, and this sub-clause shall survive the termination of this Agreement.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1. This Agreement shall be construed and enforced in accordance with the laws of Saudi Arabia shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to Saudi Arabia laws without regard to the Company or the Application of its conflict of law provisions or the User's state or country of residence.
- 18.2. The User submits to the exclusive jurisdiction of the courts of Saudi Arabia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.
- 18.3. If there is a dispute between the User and other Users, the User understands and agrees that the Company is under no obligation with respect thereto, and the User, to the fullest extent permitted by law, hereby releases the Company and its affiliates, and each of their respective officers, directors, employees, service providers, affiliates, agents, and successors from, and agrees to indemnify each of the foregoing for any losses incurred in connection with any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown,

suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes.

- 18.4. The User agrees that if it is unable to resolve its disputes with other Users, then the Company has the right to remove the User from the Application and terminate this Agreement.

19. DISCLAIMER

- 19.1. To the fullest extent permitted by law, the Company, and its affiliates, and each of its respective officers, directors, members, employees, and agents disclaim all warranties, express or implied, in connection with this Agreement, the Application and any use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Company makes no warranties or representations about the accuracy or completeness of the Application's Content or the Content of any other Applications linked to the Application, and assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of Content and materials, (b) personal injury or property damage, of any nature whatsoever, resulting from the User's access to and use of the Application, (c) any unauthorized access to or use of the Company's servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the Application, (e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Application by any third party, and/or (f) any errors or omissions in any Content and materials or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available via the Application. The Company does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the internet or mobile devices.

20. NOTICES

- 20.1. Except as explicitly stated otherwise, any notices given to the Company shall be given by email to noreply@rifd.sa. Any notices given to the User shall be to the email address provided by the User to the Company at the time of listing (or as such information may be updated via the Application by the User from time to time) or at the mailing address provided by the User to the Company.
- 20.2. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by email, personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee, but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any Party may change its address for such communications by giving notice to the other Party in conformity with this section.

21. AMENDMENT

- 21.1. The Company may at any time at its sole discretion modify this Agreement from time to time, and any such changes will (i) be reflected on the Application, (ii) be effective once being posted on the Application, (iii) not apply retroactively, and (iv) not apply to any disputes arising prior to the effective date of such change. The Company shall also post the amended Agreement to the address of the User. The User agrees to be bound to any such changes and understands the importance of regularly reviewing this Agreement as updated on the Application to keep the User's listing and contact information current.
- 21.2. Notwithstanding anything to the contrary herein, the Company reserves the right to, at any time and from time to time, change, alter, modify, or discontinue the Application (or any part thereof) with or without notice. The User agrees that the Company shall have no liability to the User or to any third party for any change, alteration, modification, suspension, discontinuance, or amendment of the Company's Application.

22. FORCE MAJEURE

22.1. Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this contract to the extent the delays or failures resulting from causes beyond the reasonable control of the Party, including, but not limited to: failures or default of third-party software, Users, or products; acts of God or of a public enemy; foreign governmental actions; strikes; communications, network connection, or utility interruption or failure; fire; flood; epidemic; or freight embargoes.

23. CONTACT US

In case of any inquiries regarding the terms and conditions or how to use the platform, you can contact us through:

- Email: support@rifd.sa
- Customer Service Number: +966 55 530 4660