

TERMS AND CONDITIONS

Please carefully read these Terms and Conditions (“Agreement”) before using our Services. This is a legally binding contract. By accessing to, and purchasing on our Website, you accept all the terms and conditions in this Agreement on behalf of yourself and any entity or individual you represent or for whose device you acquire our Products. If you do not agree with the terms and conditions on this Agreement, you should leave our Website immediately.

Al-Hussaini Trading Company offers online shopping services including shipping and delivery of items when you visit www.alhussainitrading.com subject to the following Terms and Conditions.

The Website www.alhussainitrading.com is operated by Al-Hussaini Trading Company.

About Al-Hussaini Trading Company:

- ❖ Commercial Registration Number: 4030053541
- ❖ Tax Registration Number: 300154966900003
- ❖ Toll Free Number: 800 244 2444.
- ❖ Unified number: 9200 29295
- ❖ Address: 7859 Al Madinah Al Munawarah, Al Sharafeyah, Jeddah 22234
- ❖ Secondary Address: Saudi Business Center, 10th floor, AL-HUSSAINI TRADING CO.
- ❖ Email Address: info@alhussainitrading.com.

This Agreement should be understood as a contractual agreement between the Customer and the Company. By accessing or using our Website and Services you express your understanding and acceptance to this Agreement.

The Company is protected by all Copyrights and Intellectual Property Rights under the laws of the Kingdom of Saudi Arabia, as all international copyright and data protection treaties.

This Agreement describes the Terms and Conditions of all Services offered by the Company through its Website in connection with which you are accepting this Agreement.

BY ACCESSING AND/OR BROWSING AND/OR USING THE SERVICES ON THIS E-COMMERCE WEBSITE YOU ACCEPT THESE TERMS AND CONDITIONS WHICH INCLUDE ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, AND OUR PRIVACY POLICY, CANCELLATION POLICY, RETURN POLICY, REFUND POLICY AND SHIPMENT POLICY AND ANY OTHER AGREEMENT RELATED THEREWITH. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THESE TERMS AND CONDITIONS AND ALL OUR POLICIES BEFORE CONTINUING TO USE OUR WEBSITE AND SERVICES.

WHEN YOU ACCESS AND/OR BROWSE AND/OR USE OUR WEBSITE SERVICES, YOU WILL BE DOING SO IN YOUR OWN FREE WILL, IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, OR BY OURS PRIVACY POLICY, CANCELLATION POLICY, RETURN POLICY, REFUND POLICY AND SHIPMENT POLICY OR BY ANY OTHER AGREEMENT RELATED TO OUR WEBSITE SERVICES, WE ADVISE THAT YOU LEAVE THE WEBSITE IMMEDIATELY. THE ACCESS TO AND / OR BROWSING ON THIS WEBSITE AND / OR THE USE OF OUR SERVICES WILL IMPLY THAT YOU GAVE YOUR

CONSENT AND ARE EXPRESSLY ACCEPTING THESE TERMS AND CONDITIONS AND ALL OUR POLICIES

1. DEFINITIONS.

1.1 “The Company” means Al-Hussaini Trading Company, an LLC domiciled in Kingdom Saudi Arabia.

1.2 “Website” means the E-Commerce Website owned and operated by the Company that may be used by visiting: www.alhussainitrading.com.

1.3 “Service and/or Services” means shopping services online, including shipping and delivery of products offered by the Company through its Website.

1.4 “Customer” and/or “Customers” and/or “You” and/or “Yours” means any visitor and/or user who may access our Website and/or purchase any of the products offered on the Website by creating an Account.

1.5 “Agreement” means these Terms and Conditions.

1.6 “Policies” means: Privacy Policy and/or Cancellation Policy and/or Return Policy and or Refund Policy and/or Shipment Policy.

1.7 "Product" and/or "Products" means any of the items offered by the Company through the Website that may be purchased by a Customer owning an Account.

1.8 "Account" means the account that each Customer must create when they register on our Website for a purchase.

1.9 "Card" and/or "Payment Method" means credit cards (Visa and/or Master Cards) or mada cards.

1.10 "Sales contract" means the electronic agreement created between the Company and the Customer, due to the purchase of the product.

2 COMPANY SERVICES.

2.1 We offer shopping online services through our Website, so that Customers can easily buy products and receive them through a quick process at the address indicated when the Customer registers an Account, or when making a purchase.

We have a wide distribution of retail stores throughout the Kingdom of Saudi Arabia, which gives Customers extended access to diverse groups of commercial items.

Customers can easily locate the address of all our stores in our Website.

2.2 The Website offers Customers a shopping cart access to order a high number of items, which may be bought upon selection, or saved for a later purchase, making shipments easier and faster.

2.3 The Company reserves the right, at its sole discretion, to limit the quantity of items selected per Customer.

2.4 Said limitations may apply for orders placed through the same account and payment method, using the same billing and/or shipping address. The Company will notify the Customer in the event such limits may be applied.

2.5 The Company acknowledges that all the products offered on the Website will display the prices in an accurate and clear manner.

2.6 Every time we offer a Product through our Website we will provide the following information:

- ❖ Price (including VAT).
- ❖ Product Information.
- ❖ Extra charges.
- ❖ Any other relevant information about the Products.

3 REGISTERING AN ACCOUNT.

3.1 Customers who wish to buy our products through our Website must create an Account.

During the registration process, the Company will require the Customer to provide the following personal information:

- ❖ First Name.
- ❖ Last Name.
- ❖ Email.
- ❖ Phone Number.
- ❖ User Name/ID.
- ❖ Password.

3.2 The Customer will be exclusively responsible for maintaining the confidentiality of its Account and password and for restricting access to any third party.

3.3 The Customer must be responsible for all activities carried out under its Account login and through the use of its password.

3.4 The Customer agrees to immediately notify the Company if any unauthorized use of its password or Account occurs, as any other breach of security, and must ensure to logout from the Customer Account at the end of each session.

3.5 The Company will take all commercially and reasonable measures to protect Customer information against accidental or unlawful destruction, loss, unauthorized access, including measures to encrypt such information.

4 PRICE AND PAYMENT.

4.1 The payable price for purchasing each of the Products offered will be as shown on the Website, and in Saudi Riyal (SAR) and/or optionally, in American Dollars (USD). Prices offered on the Website include Value Added Tax (VAT) at the relevant chargeable rate effective at the time, but do not include delivery fees which may be additionally payable and shown separately during the checkout process.

4.2 The Company can change the prices on the items at any time without notice, these changes will not affect orders that have been previously placed by the Customer. However, if the VAT rate changes after the date an order has been placed by a Customer, the Company will adjust such rate on the item, unless the Customer has already paid for the purchase in full before such change in VAT has taken effect.

4.3 The Website provides Customers with online shopping services, including online purchases and payments, based on shipping and delivery methods available in Saudi Arabia. Payment transactions including authorizations and settlements will be in Saudi Riyals (SAR).

4.4 The Company accepts the following payment methods:

- ❖ For online payment transactions: SADAD Accounts, Credit Cards (Visa or MasterCard), and mada Debit Cards.

- ❖ mada Cards: Customers may use mada Cards to buy Products online, provided such Cards are previously authorized for online purchases. Partial refund is not allowed on mada Cards.

4.5 When online payment transactions are carried out, the Customer will receive an order acknowledgment once payment has been authorized. The Company reserves the right to put any purchase on hold if payment method used by the Customer is refused or declined by the bank for any reason. The Customer is responsible for providing a secondary valid payment method that enables the Company to process the purchase.

4.6 The Company does not store your credit/mada card information on the Website. All payment details entered through the Website are encrypted when you enter them. Communications to and from the service provider's site are also encrypted.

4.7 The Company will not provide any Customer payment information obtained through the Website to any third-party companies or individuals unless required to by law, regulation or court order. This information is processed by Company payment merchants.

4.8 Credit/Debit Cards and mada Cards details provided by the Customer during the use of the online service will be legitimate, valid and accurate, and that shall only use credit cards legally owned by the Customer. The Company will not be liable for any credit card fraud resulting from inaccurate, incorrect, or unlawful information provided by the Customer. Any liability arising from fraudulent acts to Payment Methods by the Customer, as any responsibility to prove otherwise shall be exclusively on the Customer.

4.9 When the Customer makes a purchase through the Website, this payment will be processed through Payfort Online Payment Services.

4.10 When making a purchase the Customer must provide the Company with the information below:

- ❖ Bank Card full number;

- ❖ Card expiry date;

- ❖ Card CVV / CVC code (the 3 digit code printed on the Card signature panel); and

- ❖ Customer billing address held by the Card Issuer.

4.11 When a Customer wishes to proceed to purchase a Product on the Website he or she must first place the order through its Account, and then pay the price shown on the item (including all applicable delivery charges) through the chosen Payment Method. Once the Customer has reached the final billing page and submitted the order, such amount will be charged to the Bank Card selected as Payment Method for that specific order. The Company will immediately require authorization from Customer's Bank or card issuer to process the payment transaction.

4.12 Upon payment by the Customer, Company must issue the Customer a pre-shipment invoice in Arabic, according to the provisions in this Section. Each pre-shipment invoice will include: description of the item(s); price per item; charges and tax; total price.

5 CREDIT CARD INSTALLMENTS.

5.1 The company has several credit card payment option plans. The plans change regularly and are based on banking promotions.

5.2 All plans are subject to a transaction fee. Please see the checkout section on the Website for further details. The latest plans and participating banks are available on the checkout section of the Website, click pay by Credit Card Installment to see the plans. No phone call to the bank is required during the checkout, however the total order amount will be held until your installment plan approval is completed by the bank. As per bank policies no refunds can be processed on any orders purchased by installments. All installments have a minimum order value, please see the checkout section on the Website for further details.

5.3 The Company is not responsible for the installment plan or the financial resolution of the installments - this agreement is between the Customer and the bank. The Company does not accept any liability or responsibility regarding any financial reconciliation and processing of the installments.

6 PRODUCTS INFORMATION AND STOCK.

6.1 While the Company carries out its best efforts to provide accurate product information through the Website (such as stock availability, pricing, products features, images, and specifications), and services information, typographical errors may occur.

6.2 Colors of the Products offered in the Website will be displayed as accurately as possible. However, given that the actual colors that the Customers perceive are dependent on the quality of its monitor resolution, the Company cannot guarantee that the color Customers see will be accurate.

6.3 Publishing any form of product/service information (including -but not limited to- marketing proposal, ads, offers, magazines and flyers) on the Website does not guarantee stock, offer and price availability online or in store.

6.4 Errors may occur in the process of providing product/service and pricing information on the Website. The Company cannot confirm the pricing and total cost of a Product until online checkout is completed. In the event that a product/service is listed and invoiced at an incorrect price or with incorrect information due to an error in pricing or product/service information, the Company will have the right, to either contact the Customer for further instructions in relation to payment of the correct price, or cancel its order notifying the Customer of such cancellation. In the event that the Company accepts and processes an order online, the total cost will be debited to the Customer through its chosen Payment Method, and the Customer will be notified by email that the payment has been processed.

6.5 Stock availability and pricing are subject to change without prior notice. All Prices and Fees are inclusive of VAT as applicable - unless stated otherwise.

7 SALES CONTRACT BETWEEN COMPANY AND CUSTOMER.

7.1 Once the Customer has placed its order, an e-mail from us will be received by the Customer acknowledging that the Company have received the order (Customer must contact the Company if this e-mail is not received). This reception does not imply that the Order has been accepted or placed. All orders are subject to availability and acceptance by the Company (which the Company may refuse for any reason).

7.2 After the Customer submits an order, the Company will immediately contact the Customers bank or card issuer requesting the transaction process authorization and/or account debit and/or credit card charge. The Company will not process Customer Orders until payment has been duly authorized by Customers bank. Once the Company accepts the Customer Order, an e-mail confirming the Product purchase will be sent to the Customer, informing that purchase is being processed; ready for shipment, and indicating an estimated delivery date, at which point the contract between the Company and the Customer ("Sales Contract") has been created.

7.3 As soon as the Customer places its order, the Company will start to process this order and the Customer will not be able to make any changes. However, the Customer may be able to return a Product according to the Return Policy.

7.4 Customer should keep a copy of this Agreement and Orders for future reference.

8 SHIPMENT POLICY.

- 8.1** When shipping any Order, the Company must issue the Customer a post-shipment invoice, including: Reference Number, Item Quantity, Unit Price, VAT, Total Price, Serial Number (if available,) Item Weight, and Package Weight. This invoice will be emailed to the Customer, notifying that the Order has been shipped, and will also be sent along with the Order.
- 8.2** Customer orders will be fulfilled by the delivery date set out in the Delivery Confirmation or, if no delivery date is specified, as soon as reasonably possible (depending on the delivery service that the Customer has selected). In any event, delivery will take place no more than 15 working days following the day that the Sales Contract was entered into between Company and Customer.
- 8.3** If there is no one available at the Customer's address to receive the delivery, and the Product cannot be posted through the Customer's mailbox or left in a safe place, after three failed attempts, the Company may terminate the Contract and Cancellation Policy will apply.
- 8.4** Order Delivery to the Customer will be complete when the Company delivers the Product to the address specified by the Customer, and anything related to the Product from that moment on will be accountable to the Customer.
- 8.5** The Customer will own the Product once the Company has received payment in full.
- 8.6** Shipment processing dates depend on the time of the order, location of customer, and payment method. Delivery is from 3 to 15 working days, excludes Friday, which is not a working day, and public holidays such as Eid and Saudi National Day.

8.7 If Customer cannot be contacted, the delivery date will be affected, and delivery will be delayed without any accountability on the Company.

8.8 Please note that the Company only ships its Products in the Kingdom of Saudi Arabia. The Company does not make international shipments.

9 DEFECTIVE PRODUCTS.

9.1 The Company has the legal duty to supply all Customers with the Products in accordance with the information shown on the Website, and as set out in the terms and conditions of the Sales Contract. Nothing in this Agreement will affect Customer legal rights in relation to Products that are defective and/or faulty and/or damaged.

9.2 If a Customer considers that any of the Products that the Company has supplied are defective or misleading, please notify the Company using the contact details described in Section 29. The Customer must return such Products to the Company in accordance with our Return Policy.

10 PRODUCT WARRANTY.

10.1 Company buys Products directly from wholesalers or manufacturers and keeps them in its warehouses, so they can then be shipped to you, for which the Company warrants its Customers that the Products sold on the Website are free from material defects in materials and workmanship, and substantially conform to those Products' written specifications, as of the shipment date. Additionally, the Company warrants that each

of the Products are legitimate to the original commercial brands marked on the labels of each of the Items sold, and subject to each brand's quality standards.

For this reason, each one of the Products purchased by you is subject to the original Warranty Card offered by the Products' brand. If a Product turns out with improper functioning after a specific period of time, please refer to your warranty, in accordance with the terms and conditions supplied by each Warranty Card.

10.2 Conditions of Warranty. The warranty under this section will not apply to any Product that has been operated improperly, neglected, misused, altered, abused, willfully damaged, or repaired without the Company's approval.

10.3 The Company does not guarantee to the Customers that the bags supplied with the Products will last forever, because the bags may wear out with their use and over time.

11 DEAL OF THE DAY.

Daily offers will be under the following terms and conditions:

❖ Valid for 24 hours or until stock existence.

❖ Available for in store pick up.

- ❖ Limited to 2 units per Customer during each “deal of the day” and weekend offer. If a Customer is found to have ordered more than 2 units of any item involved in the offer, subsequent orders will be cancelled.

- ❖ The Company has the right to remove the promotion at any time.

- ❖ All Deal of the day items will be delivered within 7-15 working days.

- ❖ Deal of the day offers can't be used with any other promotion or special offers in store or online.

12 PRIVACY POLICY.

The collection and processing of information provided by the Customer when registering an Account on the Website is governed by the Company Privacy Policy, which is an integral part to this Agreement. The Company strongly encourages Customer to carefully read our Privacy Policy, before accessing and using the Website and its Services.

13 WEBSITE MAINTENANCE.

The Company will make its best efforts to provide and/or make the Website and its Services available in an uninterrupted manner to the Customer. However, the Website and its Services may be subject to downtimes and/or may not be available temporarily due to scheduled maintenance activity initiated by the Company, and such scheduled maintenance activity may be notified to the Customer by email from the Company. In addition, the Website and its Services may be unavailable due to unscheduled emergencies and/or for other causes beyond

Company's reasonable control and for such unscheduled emergencies prior notice shall not be given by the Company.

14 USE OF THE WEBSITE AND ITS SERVICES.

- 14.1** Use of the Website and its Services is strictly available only for individuals who can enter into legally binding contracts as prescribed under local and/or international applicable law.
- 14.2** Individuals who are 18 years of age or older in the Kingdom of Saudi Arabia and/or the age of majority as prescribed by applicable laws outside the Kingdom of Saudi Arabia, as to being competent to enter into a legally binding contract, are eligible to use this Website and its Services.
- 14.3** Individuals who are below the age of 18 years of age in the Kingdom of Saudi Arabia, and/or below legal age as prescribed by applicable laws outside the Kingdom of Saudi Arabia ("minor"), as being incompetent to enter into a contract, including but not limited to un-discharged insolvents, who cannot create legally binding contracts under law, are not eligible to use this Website and its Services.
- 14.4** Customers may use the Website and its Services for their personal use only (or for the use of a person, including a company or other organization, which a Customer validly represents). The Customer may not use the Website and its Services for any other purpose, or in connection with any other commercial activity, without Company express

prior written consent. The Customer may not use the Website and its Services in violation of any laws, regulations, ordinances or regulations.

15 OWNERSHIP RIGHTS.

- 15.1** Each and every intellectual property right and copyright held by the Company in relation to the Website and its Services; as to any inventions; patents; trademarks; logos; business secrets; domain names; and know-how, among others, that currently exist and/or that have existed in the past and/or that may exist in the future with respect to the Company and/or Services ("Intellectual Property"), are exclusive property of, and belong solely to the Company. Likewise, Customer accepts that all moral and patrimonial rights to Intellectual Property belong solely and exclusively to the Company.
- 15.2** The Customer must not reproduce and/or disclose and/or use in its own benefit or for the benefit of any third parties, in its original or converted form, or in any other way, whether directly or indirectly, any Intellectual Property belonging to the Company.
- 15.3** The Customer accepts that the use of the Website and its Services, including the creation of its Account, is exclusively limited to the provisions established in these Terms and Conditions, as in all our Policies, and that the Customer has no right to claim any right or interest of any kind on the Website and its content and/or Services and/or the Intellectual Property and/or any other right associated or arising from such Intellectual Property.

16 RESTRICTIONS.

The Customer must not use or attempt to use the Website and its Services to any activity that may:

- ❖ Infringe the intellectual property rights or other rights of any third party.
- ❖ Contain any unlawful, harmful, threatening, abusive, defamatory or otherwise objectionable material of any kind.
- ❖ Harm or attempt to harm others.
- ❖ Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.
- ❖ Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- ❖ Assist any fraud, deception or theft.
- ❖ Damage, disable or impair the operation of, or gain or attempt to gain unauthorized access to the Website and its Services or any property, receipt, use, copying, alteration or

destruction of or to, any property, devices, software, services, networks or data by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection, or other information security protections, or controls of whatever nature.

- ❖ Violate any applicable local, national or international law or regulation.

- ❖ Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the use of the Website and its Service.

- ❖ Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” or “pyramid schemes”.

- ❖ Collect or store personal data without the knowledge and express consent of the data subject.

17 DISCLAIMER, WARRANTIES AND LIMITATION OF LIABILITY.

17.1 THE COMPANY ONLY OFFERS WARRANTY PROVIDED BY EACH BRAND, IN ACCORDANCE WITH ITS WARRANTY POLICY AND DEPENDING ON THE BRAND CATEGORY.

- 17.2 THE WEBSITE IS PROVIDED AND IS MADE AVAILABLE ON AN "AS IS" BASIS, WITH THE EXCLUSIVE PURPOSE OF ALLOWING CUSTOMERS TO EASILY BUY OUR PRODUCTS AND RECEIVE THEM THROUGH A QUICK PROCESS CARRYING OUT ALL PAYMENTS ARISING FROM SUCH PURCHASES.
- 17.3 THE COMPANY WILL BE HELD LIABLE SHOULD IT FAIL TO COMPLY WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT CAUSING ANY LOSS OR DAMAGE TO THE CUSTOMER THAT WAS FORESEEABLE, AND AS A RESULT OF THE COMPANY BREACH, OR IF IT SHOULD FAIL TO USE REASONABLE CARE AND SKILL. HOWEVER, COMPANY WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMERS THAT WERE NOT FORESEEABLE. FORESEEABLE LOSS OR DAMAGE WILL BE UNDERSTOOD IF AN EVENT IS OBVIOUS OR ABLE TO BE PREDICTED AT THE TIME THE CUSTOMER MAKES A PURCHASE ONLINE, AND CAN BE ANTICIPATED BY BOTH THE COMPANY AND THE CUSTOMER.
- 17.4 THE COMPANY ONLY SUPPLIES PRODUCTS FOR DOMESTIC AND PRIVATE USE. IF THE CUSTOMER USES A PRODUCT FOR ANY COMMERCIAL, BUSINESS OR RESALE PURPOSE, THE COMPANY WILL NOT BE HELD LIABLE TO CUSTOMER FOR ANY LOSS OF BUSINESS, LOSS OF ANTICIPATED PROFIT OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY.
- 17.5 THE COMPANY DOES NOT WARRANT AND DISCLAIMS THAT THE WEBSITE WILL BE AVAILABLE AND/OR PROVIDED IN A TIMELY, SECURED MANNER, UNINTERRUPTED, FREE FROM ANY ERRORS, INCLUDING BUT NOT LIMITED TO VIRUSES OR OTHER MALICIOUS SOFTWARE.

- 17.6** THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE AND ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE WEBSITE AND ITS SERVICE WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT ANY SERVICE WILL PROVIDE COMPLETE PROTECTION FOR THE INTEGRITY OF SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.
- 17.7** TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, LICENSORS OR ANY OTHER PERSON ASSOCIATED OR ANY OTHER BUSINESS PARTNER, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY.
- 17.8** THE COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, FOR THE SUSPENSION, CANCELLATION, TERMINATION OR DISCONTINUATION OF WEBSITE SERVICES, CAUSED BY FORCE MAJEURE OR THIRD PARTIES.
- 17.9** THE EXCLUSIONS AND LIMITATIONS OF COMPANY LIABILITY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, LICENSORS OR ANY OTHER PERSON ASSOCIATED OR ANY OTHER BUSINESS PARTNER CONTAINED IN THIS AGREEMENT, WILL NOT LIMIT OR EXCLUDE THEIR

POTENTIAL LIABILITY FOR ANY MATTER THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.

17.10 CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT ITS ACCOUNT REGISTRATION ON THE WEBSITE IS FOR INDIVIDUAL USE ONLY AND THAT CUSTOMER INFORMATION IS ONLY TO BE USED BY THE OWNER OF THE ACCOUNT ACCORDING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

18 INDEMNITY.

18.1 The Customer declares that the use of the Website and its Services is intended for lawful purposes only and that it complies with all applicable laws and regulations.

18.2 Customer shall indemnify and hold the Company, its partners, subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees harmless against any and all claims brought by a third party for actions arising from or related to the unauthorized use of the Website and its Services, including but not limited to the misuse or operation of the Website in combination or modification with other hardware or software belonging to a third party alleging infringement and/or misappropriation of its intellectual property rights.

19 TERMINATION OF THIS AGREEMENT.

This Agreement will immediately terminate upon Customer breach of any of the obligations in this Agreement. The Company reserves the right to any other remedies available under law in the event that Customer breaches any of the obligations under this Agreement and adversely affects the Company.

20FORCE MAJEURE.

If the Company is prevented from carrying out its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to unavailability of any communication system, virus attack in Company technological systems, breach, sabotage, Acts of God, War, Strikes, Lock-outs, Floods and Failure of Service Providers, wars, acts of government, then in such an event, the Company shall be relieved from its obligations and liabilities under this Agreement as such fulfillment of the obligation is prevented.

21NO WAIVER.

The Company's failure to insist upon strict performance of any provision of this Agreement shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of the terms and conditions on this Agreement.

22ENTIRETY.

This Agreement along with all our Policies, constitute the entire agreement between the Company and Customer, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement supersedes and replaces any other agreement you previously entered into with respect to a prior version of the Service.

23 SEPARATE AGREEMENTS.

If you acquired two or more Services, even in a single transaction, or acquired subscriptions to any of the Services in multiple transactions, you may have accepted these Terms and Conditions multiple times. Although the terms and conditions you accepted may be similar or identical, each time you accepted the terms and conditions of this Agreement you entered into a different and separate agreement between you and the Company providing the applicable Service.

24 SEVERABILITY.

If a court of competent jurisdiction holds any provision of this Agreement and/or any of our Policies, to be invalid, such invalid provision shall be severed and have no effect on the remaining provisions of this Agreement or of any of our Policies, and they shall continue in full force and effect.

25 NO THIRD-PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than the Customer, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. No person other than the Customer may bring a cause of action pursuant to this Agreement.

26 ASSIGNMENT.

26.1 The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Company.

26.2 The Company may assign this Agreement at any time in its sole discretion without any prior written consent by the Customer.

27 INTERPRETATION.

The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. Any reference to “use” of any software, Service or Update by you shall be deemed to include any installation of any such software, Service or Update by you (unless the context otherwise requires). This Agreement was originally prepared in the English language. Although the Company may provide one or more translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms and conditions of this Agreement will be construed

as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

28 GOVERNING LAW AND JURISDICTION.

This Agreement along with any of our Policies, shall be governed by the laws of Kingdom of Saudi Arabia. In case of any disputes, the Company and the Customer, hereby agree to submit to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arab

29 CONTACT US.

29.1 Questions, comments or requests regarding this Agreement or our Products should be addressed in the Contact Us section found in the Website, or by sending an email to: info@alhussainitrading.com.

29.2 If the Customer has any complaints these should be addressed in writing to the Company by email to CS@alhussainitrading.com and that email receipt must be acknowledged by the Company, or by mail to the address mentioned below:

Al-Hussaini Trading Company.

7859 Al Madinah Al Munawarah, Al Sharafeyah, Jeddah 22234, Kingdom of Saudi Arabia.

Phone Number:800 244 2444

Email Address:info@alhussainitrading.com

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