



File

Terms & Conditions

For Saudi Halal Center



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Preamble

This document constitutes a binding contract between the User and the Operator in using the platform of Saudi Halal Center, according to the following Terms and Conditions:

1. Definitions

Unless the context otherwise requires, the following terms shall have the meanings set forth before each of them:

The Kingdom: The Kingdom of Saudi Arabia.

The Center: Saudi Halal Center. **The Operator:** The representative of the Center, which is Thiqah Business Services Company, designing, developing, and operating the Platform, or any other service provider appointed by the Center to operate and manage the Platform.

Terms and Conditions: Terms and conditions of using the platform of Saudi Halal Center.

Platform: The Center's website, through which the Center provides its services, including the electronic system services related to issuing halal certificates for relevant activities, granting the halal logo, and issuing shipment certificates in accordance with the relevant laws and regulations, whether of local or international production, intended for display and sale in the Saudi market or international markets ("Subject of the Contract").

Usage: Refers to accessing the Platform, using it, and benefiting from any service or feature it provides or offers.

User: Any natural or legal person using the platform.

Conformity assessment bodies: Conformity assessment bodies appointed and accepted by the Center to implement conformity assessment procedures for halal products, which determines through the platform from time to time.

Reasonable Use: The normal use of the platform according to its specified purposes, to the extent necessary to achieve these purposes in terms of format, volume of information, frequency, and timing of use, without conflicting with the use of any other user.

Unauthorized Access: The access of any person not authorized to access the platform or its internal systems, including any data and information it contains.

User Account: The account designated for the User on the Platform to enable the User to use/utilize the features and services provided by the Platform.

Approved Communication Channels: The contact details specified on the platform for the Operator, and the data provided for the User in the User's Account, including email and mobile number.

Protocol Address: Refers to the address of the computer (IP address), used by the User, which allows other devices connected to the Internet to determine the destination of the outgoing data and obtain certain information, such as: browser type and search engine, in order to optimize and enhance User's experience, without identifying the User's personal identity.



2. Purpose

The User and the Operator agreed that the User shall use the Platform in accordance with the purposes specified under the regulations and rules approved by the Center, as well as the Terms and Conditions. Provided that, the Operator shall manage and operate the Platform in accordance with these Terms and Conditions.

3. User Obligations

When using the platform, the User is obliged to the following:

3.1 Create an Account on the platform and provide all required data and information, including specifying the User's email and password of Account, and any information and documents requested on the Platform. This includes uploading the quality manual required from conformity assessment bodies when registering on the Platform.

3.2 Protect the password and login credentials of the User Account and bear all the consequences of violating this.

3.3 Refrain from using the Platform for the purpose of obtaining any commercial or personal benefit (such as selling any benefit, feature or form of use, or offering or making it available to others, or receiving compensation on the foregoing, or using the Platform in any manner to achieve financial gain) after obtaining a written prior consent from the Operator.

3.4 Immediately contact the Operator upon becoming aware of any unauthorized access to the User's Account, password or any of the login data, or their illegal use.

3.5 Refrain from infringing on any of the intellectual property rights of the Operator or any third parties in accordance with the laws of the Kingdom and the laws of any relevant country.

3.6 Comply with all policies, directives, decisions or restrictions issued by the Operator from time to time regarding using the platform.

3.7 Refrain from attempting or seeking any illegal use, offensive or harmful use towards others, or any use that is deemed unreasonable.

3.8 Refrain from coping, modifying or altering any data on the Platform, obtaining the source code of the Platform's electronic system (or that of any related programs or codes), or attempting to do so by installation, analysis or reverse engineering. In addition, the User is prohibited from extracting derivative works from any of the above, or providing access to the Platform through other sites, or providing access to other sites through the Platform without the Operator's explicit written consent.

4. Operator Obligations

4.1 Subject to the User's compliance with the Terms and Conditions, the Operator is obligated to grant the User a non-exclusive, non-transferable, non-assignable,

non-sub-licensable and revocable license to access and use the Platform in accordance with the Terms and Conditions.

4.2 The Operator is responsible for operating and managing the Platform and implementing all improvements that enhance the Platform's functionality enabling the User to benefit from it.

4.3 The Operator is responsible for fixing any technical or technological malfunctions and correcting errors affecting the Platform within a reasonable time. Otherwise, the Operator shall not be liable in any way for any loss or damage incurred by the User as a result of force majeure, the User's violation of the Terms and Conditions, or as a result of unreasonable use.

5. User Declarations and Undertakings

The User declares and undertakes the following:

5.1 That they have full legal capacity to use the Platform.

5.2 That all data and information entered on the Platform is accurate.

5.3 That they understand the Operator may review samples of Users' Accounts on the Platform, and the Operator shall not be held responsible for the content of the User's Account.

5.4 That they bear full responsibility for complying with the applicable laws and regulations related to the use of the Platform before any other competent authority, without any liability to the Operator.

5.5 That they are responsible for the accuracy, validity, legality and integrity of any content and its reliability provided on the Platform. The Operator shall not, under any circumstances, be held liable if the User fails to receive any services, they wish to obtain from the Platform due to errors on the User's part in fulfilling the requirements stipulated in the Terms and Conditions, or any policies and procedures related to the Center. The User also acknowledges all the legal consequences of providing erroneous, incorrect, inaccurate, outdated, illegal or incomplete information or specifications while using the Platform.

6. Limits of Operator Powers on the Platform

6.1 The Operator does not provide warranty, whether expressed or implied, regarding the use of the Platform, and the User accepts this.

6.2 Subject to the obligations outlined in the Terms and Conditions, the Operator does not offer any recommendation, opinion or advice regarding the User's engagement with any party. The User is responsible for taking all legitimate steps to implement the Services and use the Platform, without any liability on the Operator in determining such means.



6.3 The Operator shall have the right to monitor any content entered by the User on the Platform.

6.4 The Operator reserves the full right to suspend, terminate or cancel the User's Account, shut down the Platform, or prevent the User from accessing it at any time, without any liability of any kind, and without the need to give any reasons.

6.5 The Operator has the right to modify any part of the Platform, or the services provided at any time, and publish any amendments deemed appropriate on the Platform.

6.6 In coordination with the Center, the Operator may impose a fee on any currently free services or any services that may be introduced or developed in the future on the Platform. Such fee will be announced on the Platform and will be in Saudi Riyals.

7. User Account Cancellation

7.1 The Operator has the right to cancel the User's Account, temporarily suspend it, or suspend certain services provided to the User's Account at the Operator's sole discretion, to protect the interests of the Operator, the Center, and the Users in the Platform, in accordance with the following cases, which includes but not limited to:

7.1.1 For the purpose of developing the Platform or the services provided, whether or not such action has been previously announced on the Platform.

7.1.2 If the User violates the Terms and Conditions, or any other agreement related to using the Platform, or if suspicious and unusual activities detected in the User's Account.

7.1.3 If the User uses the Platform in ways that harm the Operator.

7.1.4 If the User neglects their Account on the Platform and does not use it for a period estimated by the Operator.

7.2 The termination of the User's Account by the Operator shall, in accordance with the provisions of this clause, result in:

7.2.1 The Operator shall not be liable for any actual or potential damage caused to the User as a result of the account's termination or suspension.

7.2.2 The User shall not retain any content belonging to the Platform, after terminating or suspending the User's Account.

8. Cybersecurity

8.1 The Operator aims to achieve cybersecurity standards and controls in this Platform to ensure the protection of the information and services provided. The Operator also monitors data and its movement within the Platform in order to secure it and detect any hacking attempts, unauthorized access, or any actions that may harm the Platform or its Users. The Operator reserves the right to take legal action and pursue claims against any party responsible for such actions under the (Anti- Cybercrime Law), or any other



applicable law in the Kingdom.

8.2 The User is obligated to comply with the cybersecurity laws and regulations issued by the National Cybersecurity Authority, and any authority specified by the Center or Operator on the Platform, as well as following best practices.

8.3 The User shall indemnify the Center and the Operator for the actual costs arising from damage resulting from negligence in applying cybersecurity controls.

8.4 The User is obliged to immediately inform the Center and the Operator in the event of any cybersecurity incident that may directly or indirectly affect the information or assets transmitted through the Platform by sending a detailed email to the following address: (CSD@THIQA.H.SA).

8.5 The User is obligated to securely delete all assets and information belonging to the Center and the Operator upon termination of the contractual relationship.

9. Confidentiality

9.1 Except as permitted by the Terms and Conditions, the User and the Operator are obligated to maintain the confidentiality of all information, data and documents exchanged between them on the Platform, or belonging to either the User or the Operator, which are viewed by either party, or any of their representatives, in connection with the use of the Platform. The User and the Operator also commit not to disclose such data, information or documents to any third party without the prior written consent from the relevant party, unless the disclosure is to a government or judicial authority.

9.2 The provisions of this clause shall remain in effect even after the cancellation, termination or suspension of use.

10. Absence of Partnership and Agency

Except as explicitly stated in the Terms and Conditions, nothing in these Terms and Conditions shall:

10.1 Consider the User and the Operator as members of any partnership, joint venture, association, unregistered company or other separate entity, nor be an agent of the other party.

10.2 be interpreted as imposing any such liability on either party. 10.3 be considered as granting either party any expressed, implied or apparent authority to assume any obligation or responsibility on behalf of the other.

11. Amendments

11.1 The Operator may, subject to the Center's approval, amend the Terms and Conditions from time to time, at the sole discretion of the Operator and the Center, by notifying the User of such amendments. The amendment shall take effect after the User has been

notified, and the User's continued use of their Account following the notification of the amendment without objection shall be considered acceptance of any changes to these Terms and Conditions.

11.2 The amendment shall not affect any rights or obligations under these Terms and Conditions, which were in effect until the date of the change or amendment. The rights and obligations stated in these Terms and Conditions shall remain in force except to the extent that they have been changed or amended.

12. Notices

The Operator shall rely on the addresses provided by the User in their Account, and all communications regarding amendments to the Terms and Conditions, requests, notices, declarations, approvals or any other documents through those addresses. Any communications sent to those addresses shall be binding on the User, and any change to these addresses shall not be considered valid except by a written letter approved by the Operator.

13. General Provisions

13.1 The Terms and Conditions shall apply to the User and the Operator, as well as to their legal successors and representatives, to the extent that they do not conflict or violate the Terms and Conditions, or any relevant regulations regardless of any changes in name, mergers, acquisitions, Or any other organizational structure of either party.

13.2 Any matter not explicitly addressed in the provisions of these Terms and Conditions, the applicable laws and regulations of the Kingdom shall apply.

13.3 The Operator's failure or delay in exercising any of its rights arising from the Terms and Conditions shall not negatively affect that right, nor shall its delay be considered a waiver of such right. The Operator reserves the right to take all necessary measures to recover its rights from the other party at any time.

13.4 Subject to the provisions of these Terms and Conditions, the Operator shall not be liable for any loss or damage caused by the User due to the exercise or non-exercise of any rights by the User or the Operator under these Terms and Conditions, or any related agreements, unless such loss or damage caused by the Operator's negligence or misconduct

13.5 The Terms and Conditions shall be written in both Arabic and English languages. In the event of a conflict between the two languages, the Arabic text shall prevail.

13.6 The User and the Operator acknowledge that they have read and fully understood all the provisions of these Terms and Conditions and any related agreements. They are bound by all the Terms and Conditions contained therein in a manner that reflects the professionalism in the work carried out by each party.



13.7 The provisions of these Terms and Conditions shall not prejudice in any way the obligations and duties stipulated in international agreements and treaties.

13.8 All information and data processed or obtained, and all platform-related data and information, are the property of the Center.

13.9 If any provision of these Terms and Conditions is found to be in violation of the applicable laws of the Kingdom or has become so under any regulation or judicial ruling, the invalidity shall prevail only over that provision or condition, without affecting the validity of the remaining provisions of the Terms and Conditions.



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