Terms and Conditions

Edaat is a system registered in the Kingdom of Saudi Arabia under the name AZM Financial Technology Company, licensed by the Saudi Central Bank (SAMA) and Saudi Payments (SADAD), and registered in the Commercial Register in the city of Riyadh under number (1010597983) dated 08/02/1441 H.

Edaat is a system owned and operated by AZM Financial Technology Company, through which the financial operations of billers are managed, including the processing of collection and distribution transactions, calculation of returns, and settlement systems. Our services are provided in accordance with the following Terms and Conditions:

First: Definitions
Second: Our Services
Third: Legal Limitations of Our Services
Fourth: Legal Nature of the Agreement
Fifth: Consent and Legal Capacity
Sixth: Customer Account Registration
Seventh: Digital Signature
Eighth: Acceptable Use Policy
Ninth: Anti-Money Laundering and Counter-Terrorism Financing
Tenth: Data Protection
Eleventh: Copyrights
Twelfth: Trademarks
Thirteenth: Communications
Fourteenth: Notices
Fifteenth: Assignment of Rights and Obligations
Sixteenth: Legal Liability
Seventeenth: Limitation of Liability
Eighteenth: Indemnification
Nineteenth: Amendments
Twentieth: Termination of the Agreement
Twenty-First: Governing Law and Competent Courts
Twenty-Second: Language

First: Definitions

In this Agreement, unless the context requires otherwise, the following terms shall have the meanings set forth below:

• "**Edaat**", the "**System**", "**We**", "**Us**", or "**Our**": shall refer to the Edaat system and AZM Financial Technology Company in the Kingdom of Saudi Arabia.

• "**User**", "You", or "Your": shall mean any person who visits, uses, or registers an account on the System.

• "**Biller**": shall refer to companies and entities that have entered into a contractual relationship with us, use the System, register an account therein, and provide services to their customers through the System.

• "**Customer**": shall mean any person who visits, uses, or registers an account on the System and uses services provided by a Biller.

• "**Services**": shall refer to the services provided by the System, which include, without limitation: invoicing and invoice scheduling, customer management, biller reports, processing of collection transactions, management and customization of notifications, calculation of due fees, advanced reconciliation between billers and their customers, settlement operations between parties, financial distribution to entitled parties, and user management.

• "**Content**": shall refer to the content of the System, including but not limited to images, texts, videos, information, data, prices, service lists, service descriptions, advertisements, and all icons, symbols, letters, and numbers.

• "**Agreement**": shall refer to this document and its Terms and Conditions, the Privacy Policy, all service provision policies, and all supplementary and implementing agreements and policies governing your relationship with us. This also includes the System's main and sub-pages, service descriptions, all information and service content, instructions, special agreements entered into between the System and any of its users, as well as any contracts related to these Terms and Conditions.

• "**Parties to the Agreement**": shall refer to the System as the First Party to the contractual relationship on one hand, and any person who visits, uses, registers an account on the System, provides any services through the System, or benefits from our services in any manner whatsoever as the Second Party to the contractual relationship on the other hand.

Second: Our Services

The Edaat system is used to manage the financial operations of billers, which include: invoicing and invoice scheduling, customer management, biller reports, processing of collection transactions, management and customization of notifications, calculation of due fees, advanced reconciliation between billers and their customers, settlement operations between parties, financial distribution to entitled parties, and user management.

Third: Legal Limitations of Our Services

(1) Edaat operates as a digital payment gateway for managing the financial operations of billers.
(2) You acknowledge and agree that the role of Edaat is limited to managing the financial operations of the biller, while the provision and activation of services to customers are carried out by the biller. Accordingly, the System shall not be considered a service provider to customers.
(3) You acknowledge and expressly agree to release and hold the Edaat system harmless from any liability arising from the acts, omissions, or services of third parties.

Fourth: Legal Nature of the Agreement

(1) This Agreement constitutes the complete and final agreement between the Edaat system on the one hand, and any person who visits the System, uses it, or uses any of its features or functionalities on the other hand.
(2) This Agreement shall be deemed a valid and legally binding contract, fulfilling all legal requirements and elements, enforceable against all the aforementioned parties. Its provisions and obligations shall be binding upon all parties, and no party may evade or terminate it so long as it produces its legal effects.
(3) All parties acknowledge that this Agreement represents the entire agreement between them, and they agree that they have not relied on any representations, whether oral or written, in entering into this Agreement other than those expressly set forth herein.
(4) Any supplementary or ancillary agreements related to this Agreement shall be deemed an integral and inseparable part thereof, shall be subject to the same Terms and Conditions, and

shall be linked to this Agreement in a manner that does not permit separation in existence or effect.

(5) Any amendments made to this Agreement shall have the same legal force and effect as this Agreement.

Fifth: Consent and Legal Capacity

You represent and warrant that you have the legal capacity required to enter into and agree to this Agreement, and that you possess full and unrestricted legal authority, in accordance with the following terms:

(1) Legal Capacity and Consent of Natural Persons

1. Users of the Edaat system who are customers must have reached the legal age in accordance with the terms and conditions issued by the relevant biller, each according to the scope of its services and the sector in which it operates.
2. Users of the Edaat system must possess the legal capacity required to enter into legally binding contracts.
3. By using the services of the Edaat system, you agree to this Agreement and acknowledge that you are legally bound by the Terms and Conditions set forth herein, as well as any amendments thereto.

(2) Legal Capacity and Consent of Commercial Entities

If you register as a commercial entity, you represent and warrant that you have the authority to bind such entity to this User Agreement, and that both you and the commercial entity you represent shall comply with and be subject to all applicable laws and regulations governing the conduct of business activities and the requirements of regulatory authorities.

Sixth: Customer Account Registration

(1) A natural person must register on the System using their real name and must refrain from using any pseudonyms, false, or misleading names. Upon registering as a natural person, you represent yourself only, and the account shall be personal in nature.

(2) A legal entity must register on the application using its registered commercial name and must refrain from using any anonymous, false, or misleading names.

(3) The user must provide us with account registration information, which may include, without

limitation: name, address, email address, mobile number, and national identification number.
(4) Registration as a Biller on the System is not automatic and is subject to review and approval by the System administration.
(5) Registration as a Customer on the System is free of charge and completed directly without the need for review or approval by the System administration.
(6) The user undertakes to maintain the confidentiality of their account information, such as username and password, and shall be solely responsible for any disclosure of such information to third parties, as well as for any use of the account by any person to whom such confidential information has been disclosed.
(7) You may not use another person's account at any time without obtaining the express consent of the Edaat system.
(8) We reserve the right to cancel accounts that have not been verified or that remain inactive for an extended period of time.

Seventh: Digital Signature

(1) For services that require registration: By registering for an account on the System, or by clicking to accept the Terms of Service when prompted on the System, you shall be deemed to have electronically executed this Agreement and the related Terms of Service. Such electronic acceptance shall be legally valid and binding upon you as of the date of account registration or the date of clicking to accept the Terms of Service.
(2) For services that do not require registration: Your use of such services shall constitute your explicit acceptance of the Terms and Conditions set forth in this document and all other applicable policies, and you shall be legally bound by them as of the date of such use.

Eighth: Acceptable Use Policy

(1) By agreeing to enter into this Agreement, the user acknowledges that they shall not rely on or be guided by any representations, warranties, or assurances made by or on behalf of the Edaat system, except as expressly stated in this Agreement.
(2) You may not use any descriptive marks or any "hidden text" that exploits the Edaat system or its trademarks without the prior express written consent of the System.
(3) All information you provide must be accurate, up-to-date, truthful, and reflect your identity,

in accordance with the requirements of our registration form.
(4) The user undertakes to ensure the accuracy of information entered into the System and is responsible for periodically reviewing such information to correct, update, or renew it as new information becomes available, maintaining all supporting data and documents.
(5) If you provide false, inaccurate, inconsistent, or incomplete information, or if we have reasonable grounds to suspect that the information is false, inaccurate, inconsistent, incomplete, or not in compliance with this Acceptable Use Policy, and without prejudice to any other rights under this Agreement or the law, we may suspend or terminate your account.
(6) You agree not to use the Edaat system or any services provided through it in an illegal, fraudulent, or socially harmful manner, as determined by us.
(7) Users are fully responsible for any legal liability arising from violations of personal or intellectual property rights related to any content published through the System.
(8) We are not responsible for any violations of third-party rights by the user; such responsibility rests solely with the user.
(9) The System assumes no liability for misuse of the content; the user shall be responsible for any improper use of the System's content and shall be liable to us for any such use.
(10) You are responsible for using the System responsibly and with integrity.
(11) You may use our services only in a manner that is legally permitted and in accordance with the terms of this Agreement.
(12) You may not misuse our services in any manner whatsoever.
(13) The user must notify us immediately if they become aware of any unauthorized use of the System.
(14) Use of the Edaat system may involve access to services or content from third parties, which are outside our control. You acknowledge that other terms, conditions, and privacy policies may apply to your use of third-party services and content.
(15) The System's services are provided within the Kingdom of Saudi Arabia, and we are not obligated to provide services outside this jurisdiction. However, you may access the System from anywhere in the world.
(16) You agree to provide the System with any information and documents requested at any time, whether during account registration or while using the services after registration.
(17) All rights not expressly granted to you in these Terms of Use or in any other Terms of Service are reserved by the Edaat system.
(18) Licenses granted by us shall terminate immediately if you fail to comply with these Terms

of Use or any other applicable Terms of Service.

Ninth: Anti-Money Laundering and Counter-Terrorism Financing

(1) The user shall comply with all laws, regulations, and rules regarding Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) in the Kingdom of Saudi Arabia, and shall complete all required forms prior to using and registering on the Edaat system.
(2) The user and their representatives agree to provide any information, data, documents, or other materials requested by Edaat or any relevant authority for any purpose, without delay.
(3) Edaat shall not be held liable for any fines, losses, or damages arising from any unreasonable delays in providing information, data, documents, or other materials by the user.

Tenth: Data Protection

(1) The System undertakes to retain your personal or banking data for the duration necessary to complete the transactions conducted through the System.
(2) The System undertakes not to process your personal data for any unauthorized or impermissible purposes, whether for compensation or not, with any third party, except where required or permitted by applicable laws and regulations, or with the prior written consent of the customer to whom the information pertains.
(3) The System undertakes to maintain records containing users' personal data or any electronic communication records that are in our custody, under our control, or with our agents or affiliates.
(4) The System undertakes to take reasonable measures to ensure that users' personal data and related records are protected by security measures appropriate to their importance.
(5) We are committed to protecting your privacy at all times and will never sell your personal data or permit it to be shared with third parties.

Eleventh: Copyrights

(1) The System and the ideas expressed therein constitute our exclusive intellectual property. Any imitation or reproduction of the System or any of its services, including ideas, texts, symbols, or software, shall be considered an infringement of our copyright, and we will take all

legal actions against any such violations.
(2) All content included or made available through the Edaat system services, such as texts, logos, images, graphics, audio recordings, button icons, digital content, re-uploaded materials, software, and compiled data, is the property of the Edaat system and is protected under the laws of the Kingdom of Saudi Arabia and international copyright laws.
(3) The compilation of all data contained in the Edaat system, or made available through any of our services, is the exclusive property of the Edaat system and is protected under Saudi and international copyright laws, as well as under applicable international treaties, such as the Berne Convention and the TRIPS Agreement.

Twelfth: Trademarks

(1) "Edaat" and its associated logos are our registered trademarks and/or service marks.
(2) Images, logos, headers, button icons, texts, and service names are trademarks and trade designs owned by the Edaat system.
(3) Reproduction of the trademarks or trade designs of the Edaat system in any media or advertising is strictly prohibited without our written permission.
(4) The trademarks and trade designs of the Edaat system may not be used in connection with any product or service not affiliated with us, in order to prevent any damage to the reputation, credibility, or goodwill of the Edaat system or its customers.

Thirteenth: Communications

(1) You agree to receive communications from us, and we may contact you via email, mobile phone, SMS notifications, or through other services of the Edaat system.
(2) You agree that all agreements, notices, disclosures, and other communications we provide to you electronically shall satisfy all legal requirements as if such communications were in writing and shall have the same legal effect.
(3) The Edaat system requires your consent during the registration process to send you messages via email, mobile phone, or through the System for promotional purposes, to inform you of any changes, new features, or activities added to the System.
(4) If you choose at any time not to receive promotional messages, you may opt out by

contacting us. However, in such cases, we do not guarantee full access to our services.

Fourteenth: Notices

(1) Any notices you wish to send to the Edaat system must be sent through the channels specified within the System. Notices sent by any other means outside the System shall not be recognized.
(2) Any notices the Edaat system wishes to send to you shall be delivered either by posting them on the website pages or by sending them to the mobile number or email address you provided during the registration process.

Fifteenth: Assignment of Rights and Obligations

(1) The Edaat system has the right to assign all of its rights under this Agreement to any third party without any objection from the user. All parties shall remain obligated to perform their respective obligations under this Agreement toward the assignee upon notification of such assignment, and the assignee shall have the right to take all legal actions against any party who fails to fulfill their obligations under this Agreement.
(2) You may not assign your rights or delegate your obligations under this Agreement, nor delegate the management of your account on the System to any third party, except with the prior written consent of the Edaat system.

Sixteenth: Legal Liability

(1) You must comply with all applicable laws and regulations within the Kingdom of Saudi Arabia regarding your use of the System, and you shall bear full responsibility for any breach of such laws or regulations. You are also obliged to comply with all the terms and conditions set forth in this Agreement.
(2) In the event that the user violates any term or condition of this Agreement, the Edaat system has the right to take administrative action within the System, which may include suspending the user account for a period of time or permanently banning the violating user. In such cases, the user shall not be allowed to register again without the express consent of the Edaat system.

(3) If you breach this Agreement, the Edaat system reserves the right to recover any amounts owed by you, as well as any losses or damages caused by you. The System also has the right to take legal action or resort to the competent courts to file civil or criminal claims against you.
(4) The Edaat system does not guarantee that it will take action against every violation of this Terms of Use. Failure to take legal action in any specific instance shall not constitute a waiver of our right to take such action at any time we deem appropriate.
(5) The Edaat system may request from users seeking our services accurate and relevant information solely for the purpose of assessing their financial position. Users must provide complete and accurate responses to any such requests.

Seventeenth: Limitation of Liability

(1) You expressly agree that you use the Edaat system at your own risk.
(2) We provide our services on an "as is" basis, without any representations or warranties of any kind, whether express or implied, regarding the use of the System, its content, or the services provided through it.
(3) The Edaat system does not provide any warranty and shall not be liable for the timeliness, availability, accuracy, or quality of the information received by or accessed by the user through the System.
(4) The responsibility for using or relying on any information received or accessed through the Edaat system services rests entirely with the user.
(5) Under no circumstances shall the System be liable for any direct, indirect, consequential, or incidental losses, including lost profits, loss of reputation, or any damage resulting from the disclosure of your username and/or password.
(6) The Edaat system shall not be legally liable for any losses or damages of any kind arising from the use of this System, including, without limitation, direct or indirect damages.

Eighteenth: Indemnification

(1) You agree to indemnify, hold harmless, and defend the Edaat system against any claims or demands brought by third parties as a result of your use of the System, or due to your violation of these terms and conditions, or infringement of the rights of other users.
(2) The System excludes from its warranties, terms, and conditions any financial losses,

reputational damage, or any special damages arising from your misuse of the services or the System. The System shall not be liable for any claims in such cases.
(3) Neither the Edaat system, its officers, nor employees shall be legally liable to you or any other party for any direct or indirect loss, or any other costs arising from or related to the execution of this Terms of Use Agreement, or in connection with the provision of our services.
(4) The user shall protect, defend, and indemnify the Edaat system and its employees against any losses arising from any claims or demands related to the application, or resulting from actions or omissions by the user, their representatives, or agents.
(5) You are obligated to indemnify the System for any losses or damages resulting from any unauthorized or unlawful use of the System.

Nineteenth: Amendments

(1) Users are obligated to comply with any changes or amendments made by the System to its policies and must accept any modifications deemed necessary by the Edaat system.
(2) We may, at any time, make any amendments or improvements to the System that we consider necessary to enhance its efficiency, and users are required to follow any guidance or instructions provided by the System in this regard.
(3) You may not change, modify, or replace any terms of this Agreement without the prior written consent of the Edaat system.
(4) You agree to comply with all additional terms and conditions made available to you that relate to the use of any services offered through the System. These additional terms and conditions shall be incorporated into this Agreement.

Twentieth: Termination of the Agreement

The Agreement shall be deemed automatically terminated without the need for justification or legal action in any of the following cases:
(1) If it is proven that you have breached any clause or provision of this Agreement, while preserving all our rights to claim compensation for any resulting damages.
(2) If the user fails to fulfill any obligations set forth in this Agreement without taking serious steps to remedy the breach, while retaining our right to claim compensation if applicable.
(3) If we are unable to verify any information you have provided to us.

(4) If we determine at any time that your activities may cause legal disputes for you or other users.
(5) If the System ceases operations, or if the officials responsible for managing the System cease their activities.

Twenty-First: Governing Law and Competent Courts

(1) This Agreement shall be governed by and construed in accordance with the laws in force within the Kingdom of Saudi Arabia.
(2) The courts within the Kingdom of Saudi Arabia shall have exclusive jurisdiction over any disputes arising from the interpretation or enforcement of this Agreement.
(3) If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the legality and enforceability of the remaining provisions shall not be affected in any way by such a finding.

Twenty-Second: Language

(1) The Arabic text of this Agreement shall be the official version for the purposes of interpreting and applying its terms and conditions.
(2) In the event of any conflict between the Arabic text and the translated version of this Agreement, the Arabic version shall prevail.