



Terms and Conditions

Seventh Edition - 03



Terms and Conditions

First: Terms of Use:

1. The rules of use of MINISTRY Website shall apply to all visitors and users of the Website. The use of the Website may be suspended, prevented and/or terminated in the event of a violation by user, or if there are grounds to believe that user has violated the Terms and Conditions of Use.
2. Users shall be prohibited from violating, or attempting to violate, the applicable rules and procedures of Website protection, such as, but not limited to, the following:
 - Accessing to data that is not intended to be provided to this user, or access to server or account that the user is not authorized to access
 - Attempting to test, scan or examine the vulnerability of the system or network of the Ministry, or violate the integrity of the procedures or document them without an official authorization from MINISTRY.
 - Attempting to intervene in the service provided to any user, host or network, including, but not limited to, by placing a virus in, overloading, flooding, sending ad messages to, spamming or destroying the Website.
 - Sending spam messages to the Website, including advertising of products or services; falsifying any TCP address / IP address or any part of address information in any email; or sending newsgroup messages.
 - Using Ministry Website in any way whatsoever to send any email or any of its contents, on its behalf, by referring to it or by impersonating its name or capacity, including insults or defamations to MINISTRY, Website or any person; or reporting incorrect news or information and unlawfully attributing it to MINISTRY.
 - Violation of the rules of use and the system / network expose the violator to legal accountability. The cases involving such violations, breaches shall be immediately investigated and the violator shall be prosecuted.

Second: Notice of Disclaimer:

Ministry shall not, under any circumstances, be liable for any direct, indirect, incidental, consequential, special or exceptional damages arising out of the use or inability to use this Website.

Third: Disclaimer of External Hyperlinks:

Links to other websites are posted on this Website, considering the needs of users. Ministry shall not be responsible for the contents on such websites, for the use of them by any person, for its proper work nor for any problems that may arise from their use.

Users shall be solely responsible for all their acts while using any of the websites they visit through those links on this Website.

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Forth: Hyperlinks from other Websites:

1. This e-portal of Ministry (hereinafter referred to as “E-Services Portal / Ministry”) is available for your personal use. Your access to and use of this Portal is subject to these Terms and Conditions of Use. Your access to this Portal shall be deemed as an unconditional approval to the Terms and Conditions of Use, whether you are a registered user or not. Such approval shall apply from the date of your first use of this Portal.
2. The use of the Portal includes a number of terms and conditions that are subject to updates and amendments as necessary. Any amendment or update to any of such terms and conditions shall take effect immediately upon the approval thereof by the Portal management. This requires you to regularly review the terms of use and the disclaimer principles for any updates. Your continued use of this Portal means that you are fully informed of and accept any amendments to the terms and conditions of use thereof, given that these terms and conditions include proprietary rights. The Portal management shall not be required to announce any updates made to such terms.

Fifth: Restrictions on Use:

By using the E-Services Portal / Ministry, you agree to refrain from:

1. Providing or uploading files containing software, materials, data or other information that you do not own or have license thereof.
2. Using this Portal in any way to send any commercial or spam emails or any abuse of this kind to the E-Services Portal / Ministry.
3. Providing or uploading files on this Portal containing viruses or corrupted data.
4. Publishing, posting, distributing or circulating materials or information containing defamation, violation of laws, pornographic or obscene material, materials contrary to Islamic teachings or public morals, or any illegal material or information.
5. Participation, through the E-Services Portal / Ministry, in illicit or illegal activities in the Kingdom of Saudi Arabia.
6. Advertising - on the E-Services Portal / Ministry- any product or service that makes us in violation of any law or regulation applicable in any field.
7. Using any mean, program or procedure to intercept or attempt to intercept the correct operation of E-Services Portal / Ministry.
8. Performing any action that imposes an unreasonable, significant or inappropriate load on the infrastructure of E-Services Portal / Ministry.

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Sixth: Use of the links to E-Services Portal / Ministry (Ministry Website / E-Service)

1. Except as set out below, it is prohibited to transfer or copy any of the contents of the E-Services Portal / Ministry, to create any links to them or to display any of them in a framework.
2. Links to E-Services Portal / Ministry can be placed in any other websites whose objectives and orientation do not conflict with the general objectives, policies and frameworks of E-Services Portal / Ministry.
3. In no event shall MINISTRY be involved in or associated in any way with any trade or service marks, logos or symbols, or any other means used or displayed in the websites linked to this Portal or any of its contents.
4. MINISTRY reserves the full rights to stop and disable any link in any form from any website containing inappropriate, obscene, transgressive, scandalous, pornographic, unsuitable, unacceptable or illegal content, or names, material or information that violate any law, any intellectual property rights, privacy rights or publicity rights.
5. MINISTRY reserves the right to disable any unauthorized link, and shall not be responsible for the contents available in any other website accessed through this Portal or from which this Portal is accessed.

Seventh: Links from E-Services Portal / MINISTRY

Links to other portals and/or websites are provided for the convenience of the visitor. We shall not be responsible for the contents or credibility of portals and/or websites to which we are linked and do not endorse their contents. Therefore, the use of any of such links to access to such websites or portals shall be at your own risk.

Since we aim to replace broken (non-functioning) links in other websites, and since we do not have control over those links, we do not guarantee in any way that these links will function permanently.

Eighth: Virus Protection:

We make every effort to examine and test the contents of this Portal at all stages of production. We recommend that you always run an anti-virus program for all materials downloaded from the internet. We shall not be responsible for any loss, interruption or damage to your data or computer that may occur while connecting to this Portal or using material downloaded from this Portal.



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Ninth: Waiver of Claims

1. The E-Services Portal / MINISTRY and services, information, materials and jobs available in or accessible through the Portal are provided for your personal use "as is" and "as available" without any endorsement, promise or guarantee of any kind. We do not guarantee or assume responsibility for any interruptions, errors or irregularities that may arise from the use of this Portal, its contents or any website linked thereto - whether with or without our knowledge.
2. Any communications or information that the user may send through this Portal shall not be the property of the user, and the user shall not have the right to ensure their confidentiality. Any use or interactive use contained in this Portal does not guarantee, and does not intend to guarantee, any rights, licenses or privileges to the user.
3. The Ministry's waiver of any right available to it and specified in these Terms and Conditions in a place or an event.

Tenth: Limits of Liability

1. The e-services provided by E-Services Portal / MINISTRY and obtaining information about the different departments and government agencies are provided only to facilitate the manual procedures. You hereby acknowledge that you are aware that communications via internet may be intervened or intercepted by third parties, that the Portal does not replace information provided by the official authorities and that administrative requests and procedures can be taken directly before the competent authorities.
2. Using this Portal shall remain at your own risk. We shall not be responsible in any way for any loss or damage of any kind that you may incur due to your use of or visit to the Portal or your reliance on any statement, opinion or advertisement in the Portal, or that may result from any delay in operation, connection failure, problems in internet access, hardware or software breakdowns, behavior or ideas of any person accessing to this Portal. You hereby acknowledge and agree that your sole remedy for any damage or loss that may occur as a result of your access to or use of this Portal is to refrain from using or accessing to it.

Eleventh: Compensation

You hereby acknowledge that you shall not take any action against MINISTRY or any of its departments, and you shall compensate and hold harmless MINISTRY and any bodies, employees or agents responsible for the management, maintenance, updating or provision of E-Services Portal / MINISTRY, for and against all liabilities and responsibilities that may arise in connection with any claim arising out of any breach by you of the Terms and Conditions of Use or any applicable law, whether in KSA or where you reside.

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Twelfth: Termination of Usage

In our sole discretion, we may terminate, restrict or suspend your right to access to and use the Portal without notice for any reason, including violation of Terms and Conditions of Use or any other conduct that we may deem unlawful or harmful to others. In the event of termination, you shall not have access to this Portal.

Thirteenth: Property Rights

1. This Portal belongs to MINISTRY, and all materials on this Portal, including images of information and software (contents), are protected by copyright, trademark and other forms of property rights.
2. You may not sell, license, rent, amend, copy, reproduce, reprint, upload, advertise, transmit, distribute, publicly display, edit or create materials derived from any material or content from this Portal to the public or for commercial purposes without prior written approval from MINISTRY.
3. It is strictly prohibited to amend any contents of the Portal. The graphics and images in this Portal are protected by copyright and may not be reproduced or used in any manner without prior written consent from MINISTRY.

Fourteenth: Judicial reference

You hereby agree that you shall be subject solely to the judicial authorities o f KSA in respect of all claims and disputes arising from your use of this Portal. The Arabic language shall be the official language used to resolve any disputes arising out of your use of the Portal or any of its contents.

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Fifteenth: General Conditions

1. The Arabic language is the primary language for using the portal and benefiting from all the materials published on it. Translating any of these materials is intended to provide an added service. Accordingly, the available translation should not be relied upon to interpret any disagreement about the content contained in the portal.
2. All rules and regulations published on the electronic services portal of the Ministry of Investment or elsewhere may be subject to translation to interpret their meanings with the aim of increasing interest. However, the Arabic text of all these rules and regulations constitutes the basic reference, and therefore it is in no way possible to rely on their interpretive translation to derive any information or details.
3. The Ministry of Investment has the right to inquire about the service applicant/s with any governmental or private entity inside or outside the Kingdom for the purpose of verifying the authenticity of the documents, data and information provided by the service applicant, including the financial statements of the facility and any document that the Ministry deems important, and he has no right to object to this procedure.
4. The service applicant acknowledges the right of the Ministry of Investment to issue a certificate of inquiry about the investor registered with it to whoever requests it.

Sixteenth: General restrictions and conditions

1. The applicant is committed to the following:
2. Providing the correct information, data and documents in the service application, including registration and annual update. He is responsible for the accuracy of the information contained in his application. If it becomes clear to the Ministry otherwise, the Ministry has the right to take the necessary measures in accordance with the provisions of the law and regulations. The applicant has no right to demand a refund of the financial compensation paid for the service request.
3. Do not engage in unregistered investment activity.
4. Do not practice investment activity after canceling the registration, unless the liquidation procedures are completed before submitting a new registration application in accordance with the procedures stipulated in the executive regulations of the investment system and the investor guide.
5. Conduct the annual update required for registration in accordance with the provisions of the executive regulations of the investment system and the investor guide.
6. Do not engage in any excluded activity without obtaining the necessary approvals in accordance with the provisions of the executive regulations of the investment system and the investor guide.
7. Approval of the pledges and declarations attached to the services provided by the Ministry.
8. The designation of a contact officer and a headquarters for the establishment to receive notifications, communications, decisions, and similar correspondence from the Ministry shall entail all legal consequences. Any updates must be reported within a maximum period of ten (10) working days via service number (3.2.4) of the Investor Guide.
9. Updating the information and data registered with the Ministry of Investment when any change occurs to it.
10. The authorized person - if there is one - must have official authority to provide legal representation in accordance with the laws and regulations in force in the Kingdom to complete the service request procedures on behalf of the applicant (the original).

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11. The applicant commits to paying the registration / annual update fee later, as determined by the ministry upon approval of the application. Payment must be made within a period not exceeding fifteen (15) business days from the date of notification of the due amount for the service; otherwise, the registration will be considered void.
12. Completion of the “Post-Registration Procedures” within a maximum of six (6) months from the date of registration approval, including obtaining necessary records, licenses, and approvals required by the competent government entities.
13. Approaching the One-Stop Service Center if facing obstacles to coordinate with the relevant authorities for obtaining the necessary approvals to conduct activities.
14. The establishment must receive and cooperate with the Investment Ministry’s inspection officer, providing the requested documents, reports, statistics, and data in accordance with the Executive Regulations of the Investment Law.
15. Establishments engaging in industrial activities must obtain an industrial license from the Ministry of Industry and environmental approval from the National Center for Environmental Compliance.
16. Establishments must secure prior approval from the Ministry of Investment for any real estate intended for ownership or investment and utilize it within five years according to the specified purpose.
17. Establishments engaged in real estate development activities must adhere to a minimum total project cost, including land and construction, of thirty million SAR.
18. Establishments are committed to filling out the questionnaire shared with them by the Ministry, within a period not exceeding (14) working days from the date of notification, in order to avoid the investment establishment being subject to any effects that may result from the delay in providing the required data.