

Terms and Conditions

By using the app, you agree to the terms and conditions outlined here. The terms include information on your rights, obligations, data processing, and confidentiality.

Definitions

The following definitions apply, unless stated otherwise in the context, to facilitate understanding of the terms:

- **User:** A visitor benefiting from the marketing companies' services or advertisers' services within the app.
- **Advertiser:** A natural or legal person (individuals, institutions, or companies) marketing products or services through social media or other advertising channels.

Purpose of the App:

The app facilitates connections between users and advertisers to promote products via messaging, image sharing, videos, files, and documents.

Registration:

1. The user submits a registration request through their mobile number. Upon registration, the user receives a temporary code that allows them to use the application under their name, and they must not disclose this code to others to protect their rights.
2. The advertiser registers in the application and is responsible for their own password, which they must not disclose to others to protect their rights.
3. The application has the right to verify the accuracy of user account information and may cancel the account if the information is found to be inaccurate or incorrect.
4. The application has the right to verify advertiser account information and may cancel the account if the information is found to be inaccurate or incorrect.
5. For the safety of the application, additional information may be requested from the advertiser to verify their identity.
6. The application reserves the right to close a user's account at any time if there is a discrepancy in the user's product description or if the information provided is inaccurate, without prior notice.

7. The application reserves the right to close an advertiser's account if the advertiser's disclosed information is inaccurate or incorrect at any time without prior notice.

8. The application reserves the right to close a user's account if there is suspicion of fraud, unauthorized or illegal transactions, or for any other reason, at the application's discretion.

Service Usage Terms:

1. In case of threats, server issues, or hacking, the app may suspend service temporarily for security.
2. The app reserves the right to extend service suspension if needed.
3. The app may suspend or cancel accounts if they pose risks or contain misleading information.

Updates:

1. The app reserves the right to update the app, adding or removing elements for improved quality.
2. The app may update its terms, and continued use implies acceptance of these changes.

Data Policy:

1. By using the application, you agree to the collection of your personal data, including (name, date of birth, gender, mobile number, email, all messages within the application, such as conversations, photos, videos, audio recordings, files, invoices, and any other personal data), usage data, device information (IP address, device type), and geographic location. This information will not be disclosed without the (user's/advertiser's) consent unless requested by government authorities.

2. The collected information is used for various purposes, such as improving and developing the service. The application may disclose any of this collected information in compliance with applicable laws in the Kingdom of Saudi Arabia and may use this information as anonymous data (without disclosing personal data) when sharing it with any third party. The information is retained to fulfill our legal obligations and to protect and develop the application.

3. The application provides protection for the entered data and seeks to safeguard this data and information from unauthorized access, leakage, or exploitation.
4. By agreeing to these terms, you grant the application a non-exclusive, irrevocable, royalty-free right, including the right to sublicense, to exercise all rights of copyright and publicity for the optimal provision of the service.
5. The application reserves the right to promote itself by advertising about advertisers and users on social media and websites or any other means deemed appropriate.
6. The advertiser, under this authorization, has the right to publish the advertisement on social media platforms, websites, or any other means that achieve the goal of the advertisement and promote the client (user).
7. The information provided by the user or advertiser is essential to benefit from the provided service

Liability:

1. In case of server failure, threats, or violations affecting the application, the application has the right to suspend the service until these issues are resolved. During this suspension, interactions between the user and the advertiser may cease.
2. If the application is subjected to hacking or other external threats, the application may not be secure or free of errors, and service may be interrupted at any time.
3. If the application is subjected to hacking or other external threats, it does not assume responsibility for any inaccuracies in content, damages resulting from access or use, or assurances against access to servers, client information, or other data.
4. The user and advertiser are solely responsible for any violations in the advertisement content. If the application does not review the advertisement, any responsibility for violations lies with the user and advertiser, such as:
 - Violations of regulations applicable in the Kingdom of Saudi Arabia.
 - Misleading consumers, including false claims in advertisements, promoting unauthorized activities, or failing to disclose the advertisement's nature
 - Failing to identify the user who requested the advertisement in their name or on their behalf
 - Violating any laws applicable in the country where the advertisement is being displayed
 - Indecency
 - Promoting prohibited materials

5. The user is solely responsible for ensuring their product is not misleading and has all necessary documentation for issuance and promotion. They must own or have authorization to promote the product, hold intellectual property rights, or have a patent, ensuring the product does not defame or threaten.
6. The user and advertiser acknowledge that they release the application from any claims arising from the advertisement or product, assuming full responsibility.
7. Payment processing services are provided by an external payment processor. By completing a purchase through the service, you agree to adhere to the terms and conditions of the external payment processors, which may be amended from time to time, and authorize the application to perform all necessary activities to facilitate the payment process. The application reserves the right to change payment processors at its discretion.
8. The user acknowledges that they have obtained all necessary legal permits for their product and advertisement and assumes responsibility if any discrepancies arise, absolving the application of responsibility.
9. The application is not responsible for any issues that may arise between the user (service requester) and the advertiser.
10. The application is not responsible for the advertiser's lack of a license, and the advertiser assumes any resulting penalties.

Payments:

1. Using the application requires paying a usage fee, and the user assumes this fee upon paying the advertisement invoice, which specifies the rate and amount.
2. Payment Method: The full amount is paid to the application's bank account via electronic sales outlets.
3. The advertiser authorizes the application to receive payments, with the amount owed to the advertiser transferred after submitting a transfer request through the application. The amount is transferred within three business days after the financial claim request is submitted. The advertiser should consider potential delays due to factors such as time zone differences if the advertiser is outside Saudi Arabia, incorrect bank account information, official holidays, weekends, or service interruptions.
4. The application reserves the right to change its commission rate periodically, and the commission rate is visible to both advertiser and user when the invoice is issued by the advertiser through the application.

Work Mechanism:

The work mechanism is agreed upon between the user and advertiser, with agreement terms detailed in the payment invoice.

Governing Laws:

1. These terms are governed and interpreted in accordance with Saudi Arabian law.
2. If any provision of this contract is invalid, the remaining provisions remain enforceable.