

TERMS OF USE

1. INTRODUCTION

Welcome to tila.com, an e-commerce platform that allows users & legal entities to buy and sell products.

The below Terms of Use outline the terms and conditions that You, as an individual or legal entity as the case may be, can access and use our Site (www.tila.com "Site"), Services and applications (including our mobile application) collectively, the "Services" for using the Site.

The Terms of Use are applicable in addition to any and all our other terms including but not limited to our Terms of Sale, Terms and Conditions, Privacy Policy, Site Policy, Seller Policy, collectively the "Legal Documents". By accessing, registering and/or using our Services, You agree to be bound by these Terms and all the Legal Documents with immediate effect.

Any references to "You" (or similar) in the Terms of Sale or Terms of Use will refer to "You" as an individual or legal entity as the case may be.

Please read carefully all the Terms and Privacy Policy before You register or submit any order in our Site. Once You place an order or proceed with the registration and acceptance of these Terms You would be automatically bound by these Terms with immediate effect.

We reserve the right to update its Services and Legal Documents at our sole discretion without being liable to You for exercising this discretion.

2. REGISTRATION REQUIREMENTS

In Tila.com we ensure all our members are qualified for registering in our Site. You are eligible to register as a buyer or seller on our Site.

2.1. Buyers

- 2.1.1. You confirm that You are of legal age or over as per the country laws of our Site, before You become a member in our Site. You acknowledge and understand that We reserve the right to withdraw the access to our Site in the case We suspect You may be under age.
- 2.1.2. You confirm that You can provide a delivery address within the territory of use for delivery of products.

2.2. Sellers

- 2.2.1. You confirm that You are of legal age or over as per the country laws of our Site, before You become a seller in our Site. You acknowledge and understand that We reserve the right to withdraw the access to our Site in the case We suspect You may be under age.
- 2.2.2. You confirm that You are a legal entity duly registered in the corresponding jurisdiction.
- 2.2.3. You confirm that You have all the legal documentations, including but not limited to, bank details, trade license, VAT registration number, national identification document, ...etc., to prove the possession of the trading company.
- 2.2.4. You confirm that You can provide proof of authorized signatory.
- 2.2.5. You confirm that You are legally authorized to create sub accounts under Your account.
- 2.2.6. You acknowledge and understand that additional documentation may be required for certain product categories and or brands.

2.3. Additionally, You acknowledge and understand that:

- 2.3.1. Those registered members that have been suspended or withdrawn by us, will not have access as registered users on the Site.
- 2.3.2. No person or business entity may register as a member of the Site more than once. You acknowledge that You don't create duplicate accounts on our Site.
- 2.3.3. We reserve the rights to decline any registration without further explanation and to undertake additional checks to verify Your identity.
- 2.3.4. Once Your registration process is completed Your membership shall continue for an indefinite period unless any breach of Terms in which case Your account will be suspended and hold the right not to share the reason.

3. YOUR OBLIGATIONS

- 3.1. When registering, accessing and using our Site and Services, You acknowledge and agree that You:
 - 3.1.1. Are solely responsible for Your account details including account details and passwords, keeping the confidentiality of these and notifying us immediately in the event of any unauthorized use. You agree not to share account credentials with anyone.
 - 3.1.2. Will provide us with accurate and true information We may require from You at any time.
 - 3.1.3. You will keep the confidentiality of the information or documentation shared with You, unless otherwise specified by us.

- 3.2. When registering, accessing and using our Site and Services, You acknowledge and agree that You will not:
- 3.2.1. Post, list or upload content or items in inappropriate or prohibited categories or areas on our Site, including but not limited to : content or items that may be considered culturally or religiously offensive in any way, content or items which may not be considered to be in compliance with general local law, Islamic law, rules, morals, values, ethics and traditions, content or items that may threaten national security, content or items which may constitute or be considered to promote gambling, securities, including shares, bonds, debentures, or any other financial instruments or assets of any description, living or dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural, weapons of any description, liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description and medicines, items that to Your knowledge are defective, fake, damaged, false or misleading or that may through normal use harm another Site user's interest or health, non-transferable vouchers, chemicals, post obscene Information or content, including but not limited to pornography or any representation which may (in our sole discretion) be considered indecent, post comments, questions or answers that are not factual in nature including without limitation make any racist comments, use profanity, abuse another user, disrespect another's culture or make any other derogatory or inappropriate comments ...etc.
 - 3.2.2. Post, list or upload any items You do not have the rights to, counterfeit, used or stolen item.
 - 3.2.3. Post false, inaccurate, misleading, deceptive, defamatory or similar content
 - 3.2.4. Break any law, third party rights or any of our Terms and Conditions including Legal Documents.
 - 3.2.5. Use our Site and Services in the event You have been withdrawn from using our Services temporarily or indefinitely.
 - 3.2.6. Decline any payment of items purchased by You.
 - 3.2.7. Decline the acceptance of the orders placed by customers on items listed by You.
 - 3.2.8. Communicate with third parties using confidential information provided to You to trade with external sellers to solicit additional sales offline.
 - 3.2.9. Manipulate or interfere on any third-party listings, feedback and ratings systems
 - 3.2.10. Transfer Your account to a third party without our prior consent.
 - 3.2.11. Post or distribute spam unsolicited or bulk electronic communications or similar.
 - 3.2.12. Distribute viruses or any other technologies that may harm our Services or the interests or property of other users
 - 3.2.13. Infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") That belong to or are licensed to us or any Intellectual Property Rights that belong to third parties.
 - 3.2.14. Collect any information from our users or partners without their consent
 - 3.2.15. Circumvent any technical measures We use to provide the Services

4. INTELLECTUAL PROPERTY

- 4.1. For the purpose of promoting and operating our Site in accordance with this Terms of Use & our Privacy Policy You agree that:
- 4.1.1. You are solely responsible for the Information, and We act as a passive conduit for your online distribution and publication of the Information.
 - 4.1.2. You will grant us a nonexclusive, irrevocable, royalty free, sub licensable (through multiple tiers), transferable, assignable, perpetual and worldwide license to use your behavior data on our Site, trademarks and other intellectual property.
 - 4.1.3. All rights, title and interest in and to any information, materials or other content that You provide in connection with Your use of the Services, including all Intellectual Property Rights therein, will become our property.
 - 4.1.4. You agree that You have no rights to use any of our trademarks or any content in the Site, included but not limited to graphics, logos, images, videos, audio clips, digital downloads and software is our property or the property of our licensors. We (or our licensors, as the case may be) retain all right, title and interest in and to the Site and the Services, including, without limitation, all Intellectual Property Rights.
 - 4.1.5. All rights not expressly granted to You in these Terms of Use are reserved and retained by us or our licensors.

5. WARRANTIES

- 15.1. You hereby warrant, represent and undertake that:
- 15.1.1. You are the legal age or over before registering and perform transaction on our Site.
 - 15.1.2. If You are a corporate representative, You have authority to bind the corporate entity.
 - 15.1.3. You acknowledge that You have full authority to enter into this Seller Terms and that You will fully comply with all the applicable laws, statues and regulations, including, with no limitations to:
 - 15.1.3.1. Anti-bribery
 - 15.1.3.2. Anti-corruption
 - 15.1.3.3. Export control and sanctions laws such as:
 - 15.1.3.3.1. consumer protection laws

- 15.1.3.3.2.import regulations, including with respect to type approvals
- 15.1.3.3.3.customs duties and other applicable taxes
- 15.1.4.You own, and You are in possession of all the necessary permissions, licenses, authorizations, proprietary rights, legal rights consents and permits of the products You are selling through our Site and or the authority to grant such permissions without violating the rights of any third party anywhere in the world including, without limitation, any intellectual property rights (whether registered or not).
- 15.1.5.You ensure the products You listed and sold in our Site comply with all regulatory health, safety and quality standards in KSA.
- 15.1.6.You ensure the products You listed and sold in our Site are new and free from any defects.
- 15.1.7.You are the solely responsible for any liability arising from handling, purchasing and using Your listed products by our customers or other affiliate.
- 15.1.8.You ensure that all information provided in the Site is correct and accurate. This includes but are not limited to: descriptions, dimensions and images. You will be liable for any additional costs that We might incur due to the incorrect information provided.
- 15.2. The Services are provided to You on an “as is” basis without representations, warranties or conditions of any kind whatsoever. We disclaim all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all conditions, representations or warranties of merchantability, of fitness for a particular or general purpose, of non-infringement, of compatibility or that the Services are secure or error free or will operate without interruption or will be provided in a timely or proper manner or at all.
- 15.3. Although We do our best to ensure accurate information displayed to our customers, We are not liable for the inaccuracy of any product description or any other content of products provided by our Sellers. It is Your responsibility and You are obligated to constantly review the content of Your listings for accuracy.
- 15.4. You acknowledge and accept that We, out third-party providers or our catalogues, are not responsible for Your inaccuracies or unreliable information displayed from Your side. It is Your responsibility and You are obligated to constantly review the content of Your listings for accuracy.

6. LIABILITY

- 16.1. Parties liabilities are not limited or excluded by the Seller Terms for:
 - 16.1.1.Fraud, including fraudulent misrepresentation, perpetrated by that party
 - 16.1.2.Death or personal injury caused by the negligence of that party
 - 16.1.3.Any other liability that cannot be limited or excluded under applicable law.
- 16.2. Us, our parent company, subsidiaries and affiliates, and our and their directors, officers, agents, employees, suppliers, subcontractors or licensors (“We”) are not liable, weather based on an action or claim in contract tort, negligence, breach of statutory duty or otherwise arising out of or in relation to these Seller Terms, for loss of profits, loss of data or information, business interruption or other pecuniary loss or for any special, indirect, incidental or consequential damages, even if “We” have been advised of the possibility of such damages.
- 16.3. In addition, to the extent permitted by applicable law, “We” are not liable, and You agree not to hold us responsible, for any damages or losses resulting directly or indirectly from:
 - 16.3.1.Content and or other information You provide in The Site
 - 16.3.2.Your inability to use our Site and Services
 - 16.3.3.Delays or disruptions in our Site and Services
 - 16.3.4.Content, pricing, shipping, format or other guidance and information provided by us or used for product listings
 - 16.3.5.Defects or damage to a product that occurred prior to our acknowledged receipt of Your product;
 - 16.3.6.Bugs, errors or inaccuracies of any kind in our Services, viruses or other malicious software obtained by accessing or linking to our Site or Services
 - 16.3.7.Damage to Your hardware device from the use of our Site or Services, Content, actions or inactions of third parties using our Site or Services
 - 16.3.8.Suspension or other action taken by us with respect to Your use of the Site and Services
 - 16.3.9.Listings display timing and or merchandising appearance in search results
 - 16.3.10. Your need to modify practices, content or behavior or Your loss of or inability to do business as a result of changes to these Seller Terms.
- 16.4. Subject to anticounterfeit clause, in any case is held to be unenforceable or inapplicable for any reason, the total liability applicable to us, our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors, to You, (including reasonable legal fees), whether based on an action or claim in contract, negligence or breach of statutory duty or otherwise, arising out of or in relation to these Seller Terms shall be limited to the lower of:

- 16.4.1.**The price the product sold for on our Site and its original shipping costs
 - 16.4.2.**The amount of fees in dispute not to exceed the total fees that You paid to us in the twelve (12) months prior to the action giving rise to the liability
 - 16.4.3.**Three hundred Riyals (SAR 300).
- 16.5.** You agree to indemnify and hold us, our parent company, subsidiaries and affiliates and our and their directors, officers, agents, employee, suppliers, subcontractors or licensors, harmless from and against any losses, damages and expenses (including legal fees and attorney's fees) ("Claims") arising out of or relating to:
 - 16.5.1.**Our rejection of Your product delivered to us by You under these Seller Terms
 - 16.5.2.**Any claims or demands made by any third party (including buyers using our Site) due to or arising out of Your use of the Services
 - 16.5.3.**Any violation from Your side of any of provisions of these Seller Terms, including, without limitation, any of the warranties, representations and undertakings
 - 16.5.4.**Any violation of any applicable laws, including, without limitation, data protection or anti-spam laws as well as any anti-bribery, anti-corruption, export control and sanctions laws
 - 16.5.5.**Your listed products, including with respect to defects in the products, losses suffered by third parties arising from the use of Your products
 - 16.5.6.**Your interaction with our Site and Services, including, without limitation, the content, the products You list or trademarks infringe the intellectual property rights of any third party or that the content of Your listings is slanderous, defamatory, obscene or violates any other rights (including privacy rights) of any third party (including other Site users).

7. CANCELLATION AND SUSPENSION OF ACCOUNT

- 17.1.** We may, at our sole discretion and without prejudice to any of our rights and remedies and without any liability to You, suspend or cancel Your access to our Services. This includes removing hosted content submitted by You on Your behalf if:
 - 17.1.1.**You have breached these Seller Terms, Terms of Sale or Terms of Use in any manner whatsoever
 - 17.1.2.**Excessive cancellation of orders under these Terms
 - 17.1.3.**Failure to achieve the key performance indicators when applicable
 - 17.1.4.**Our continued provision of Services to You would expose us or other Site users to regulatory action or other material risk.
 - 17.1.5.**You are not reasonably cooperating with an investigation by us or any law enforcement or regulatory agency when applicable
- 17.2.** For the avoidance of doubt, any amounts paid and received by us in relation to a cancelled product(s) order will be refunded.
- 17.3.** Upon termination of Your account, Your account shall cease to exist.
- 17.4.** Termination of these Terms, shall not:
 - 17.4.1.**Affect any accrued rights or liabilities of either party
 - 17.4.2.**Affect any provision of our Legal Documents that is expressly or by implication intended to continue or after termination
 - 17.4.3.**Require a court order.

8. REPORTING VIOLATIONS OF TERMS OR USE

- 18.1.** If the case of any violation of the local laws or any of Tila's policies, including those listed on the Restricted Products pages, Tila will take corrective actions, as appropriate, including but not limited to immediately suspending or terminating selling privileges, destroying inventory in our fulfillment centers without reimbursement, returning inventory, terminating the business relationship, and permanent withholding of payments. The sale of illegal or unsafe products can also lead to legal action, including civil and criminal penalties.
- 18.2.** We are constantly working with regulators, third party experts' vendors and sellers to implement measures to ensure the prevention of illegal and unsafe products from reaching our customers
- 18.3.** We encourage all our users to report listings that violate Tila's policies or applicable law or any abuse on our Site by contacting us on the legal contact email: legal@tila.com. We will investigate each report thoroughly and take appropriate action.

9. GENERAL

- 19.1. Governing Law:** These Terms of Use and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

- 19.2. **Dispute Resolution:** In the unlikely event You are not satisfied with a product purchased on our Site, please contact us through our Contact Us page ([hyperlink](#)).
- 19.3. In case Your complaint has not been resolved within a period of thirty days (30) days any disputes or claims arising out of or in connection with these Terms of Use, including non-contractual rights or obligations arising out of or in connection with these Terms of Use, shall be referred to and finally resolved by KSA courts.
- 19.4. **Third Party Rights:** A person who is not a party to these Terms of Use has no right to enforce any of its term.
- 19.5. **Relationship of the Parties:** All the parties shall always remain independent parties contracting for services . No relationship will be created such as join venture as a result of these Terms of Use.
- 19.6. **Further Assurance:** All parties will work in conjunction to comply and apply all terms in these Terms of Use supporting each other to comply with the local regulations and applicable law.
- 19.7. **Entire Agreement:** These Terms of Use and the documents referred to or incorporated herein by reference contain the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in these Terms of Use and the documents referred to or incorporated into these Terms of Use by reference, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied.
- 19.8. **Agreement Modifications:** We at our sole discretion, reserve the right to modify, vary, amend or supplement these Terms of Use at any time and from time to time. You acknowledge and accept that Your continued use of the Site and Services constitutes Your agreement and acceptance of being bound by these modified Terms of Use.
- 19.9. **Severability:** In the legal case any of our provisions of our Terms of Use is determined to be invalid the remaining provisions will remain in full force and effect.
- 19.10. **Force Majeure:** Both parties will be excluded from liability of any loss or damage or any delay or failure in performance due to acts beyond the control of any of the parties whether or not such acts could reasonably be anticipated (including acts of God, legislative, judicial or regulatory acts of any provincial or the federal government, court or regulatory authority, acts of any of our subcontractors or any third party providers of goods or services to us, labor disruptions, blackouts, embargoes).
- 19.11. **No Waiver:** Any waiver applied to provisions of these Terms of Use, will not constitute the waiver of any other provision which was not specifically waived.
- 19.12. **Survival:** The above Terms of Use will remain valid and in full effect unless otherwise communicated in writing by us.