

## General Terms and Conditions and Terms

### PART I: INTRODUCTION AND OVERVIEW

#### 1. GENERAL PREAMBLE

The General Terms and Conditions and Terms of Use are an agreement between the two parties as described in the terms below, so Tas'heel company advise to read all terms and conditions carefully as the Client's use of this website, the listed terms, the available services on or through it and the services provided by Tas'heel (collectively referred to as "Services") to the Terms and Conditions in addition to the laws of the Kingdom of Saudi Arabia and Saudi Central Bank Accordingly, the Client's access to the website is considered an unconditional acceptance and compliance with all the general terms and conditions.

#### 2. AN IMPORTANT NOTE TO ALL TAS'HEEL CLIENTS:

The terms and conditions of this agreement have been agreed upon after perusal and approval between the first party ("Tas'heel" or "the Company") and the second party (the "Client"), and all terms and conditions of use are applied as follows and between each of:

A. United Company for Financial Services – UCFS under the brand Tas'heel, a company registered as a closed joint stock company on the date 15 Jumada 1, 1440 AH, operating under Commercial Registration No. 2051224103 and whose principal office is at King Faisal Street, Al Rawabi District, Al Khobar, Kingdom of Saudi Arabia. Hereinafter referred to as "the Company" or "Tas'heel"

B. "The Second Party" or Client", represented as the Borrower.

All of Tas'heel Finance's financial products and services are offered subject to the various terms & conditions of general application set out in this document (collectively called the "**General Terms & Conditions**") which you as Tas'heel Client are required to read and accept before applying for or accepting any products or services offered. When the customer apply for, accept or use any of Tas'heel's financial products and services Client will be confirming that he (the Client) have read, understood and accepted the General Terms & Conditions. If the Client do not understand any part of the General Terms & Conditions or require any explanation the Client must contact Tas'heel company Client service representatives and discuss the matter with them.

Please ensure to completely fill in all relevant parts of the application forms without exceptions. Please do not sign blank or incomplete application forms, as Tas'heel will not be held liable for any incomplete / incorrect / inaccurate information in the application form. Further terms and conditions may be set out in the relevant application form. If we decide to make a financial product or service available to the Client, Client will be signing a finance agreement letter which may contain additional terms and conditions specifically applicable to the product or the service (the "**Specific Terms & Conditions**"), such as the period of the product availability, conditions for the product or services, profit payable, rates, charges and applicable taxes. The Specific Terms & Conditions in the application form and in the finance agreement letter will be supplemental to and, if inconsistent, will prevail over the General Terms & Conditions set out in this document.

From time to time, Tas'heel shall also introduce new products and new services, which may include online products and services. These products and services will in most cases be subject to Specific Terms & Conditions. In case of inconsistency the Specific Terms & Conditions will prevail over the General Terms & Conditions. Both the General Terms & Conditions and the Specific Terms & Conditions are available on [www.Tas'heelfinance.com](http://www.Tas'heelfinance.com) ("the Website"). Client is expected to refer to the Website for the latest terms and conditions. Client is also expected to have read the disclaimer and privacy policy made available on the Website prior to the Client usage of the Website. Tas'heel reserve the right to vary or amend the General Terms and Conditions, and the Specific Terms & Conditions applicable for individual products and services, by giving not less than Thirty (30) days written notice to Tas'heel Clients. However, in the case of Tas'heel profit rates, fees, and charges at least 60 days prior notice will be given. The variation or amendment will take effect and be binding on all Clients notwithstanding any non-receipt of notice by one or more Clients for any reason whatsoever.

Where changes are made to the profit rates, fees or charges, a new schedule of fees and charges with applicable taxes will be issued and made available upon request. Please note that the Client continued use or retention of Tas'heel products or services (i) after notice of change(s) has been given or (ii) upon an update of the Website, will constitute an acceptance of such changes. These General Terms & Conditions apply to all products and services provided or applied for, as well as any future products and services which may be made available to the Client.

- The Client acknowledges that he read and understand all the stated terms and conditions herein, and that it was created in both Arabic and English to proceed accordingly. Moreover, if any contradiction, misinterpretation, construing in both context, Arabic text shall prevail.

### 3. OUR FINANCIAL PRODUCTS ("THE PRODUCTS")

#### 3.1 FINANCE PRODUCTS

Subject always to:

- (i) Having obtained all regulatory approvals.
- (ii) Tas'heel discretion; and
- (iii) Having launched the particular finance product(s) Tas'heel shall make available various types of finance products and services to the Client if he (Client) meets the qualifying criteria.

As previously stated, each product or service when designed and offered to Client may be subject to specific provisions in addition to the General Terms & Conditions. The following is a brief description of the Products and Services, beginning with finances, and is by no means exhaustive.

##### (a) Personal Finance

These are finances to finance the Client personal acquisitions or meet personal expenses. Repayment of principal and profit is made in monthly installments.

##### (b) Installment Sales

This is to finance the purchase of goods and services from selected leading suppliers and retailers. Please note that Tas'heel shall only be financing the purchase and shall not be responsible for the suitability or performance of the goods or services purchased.

(c) Other Finances

Tas'heel shall roll out other finance products from time to time to meet and cater for the specific needs of Tas'heel Client's profiles.

**4. OUR FINANCIAL SERVICES ("THE SERVICES")**

The financial services Tas'heel provide will include the following:

**4.1 TELEPHONE SERVICES**

Subject to security protocols being strictly followed, Tas'heel may offer telephone the Client services to the Client for accessing Tas'heel products and services as well as other facilities from time to time. These facilities would be strictly at the Client risk as Tas'heel are unable to accept any liability for any loss or damage howsoever caused or arising.

**4.2 ONLINE SERVICES**

We may offer online facilities to the Client for accessing Tas'heel products and services from time to time, providing necessary information, accepting instructions and facilitating applications for Tas'heel products and services. These facilities would be strictly at Client risk as Tas'heel are unable to accept any liability for any loss or damage howsoever caused or arising or any other responsibility for such facilities.

**4.3 MOBILE TELEPHONE SERVICE**

Subject to security protocols being strictly followed, Tas'heel may from time to time facilitate or make available Tas'heel Products and Services through mobile telephone services such as short messaging services and WhatsApp. These Mobile Telephone Services will be availed of strictly at the Client risk. Tas'heel accepts no liability for any loss or damage howsoever caused or arising out of or in connection with the provision of such services. By subscribing to Tas'heel Mobile Telephone Services, the Client acknowledge that providing instructions via short messaging service or WhatsApp is not a secure means of communication and Client accept the risks associated with transmitting information using such means. Client agree to indemnify Tas'heel against any loss, liability or damage suffered by it on account of providing these services and facilities to the Client . The Client instructions will be implemented after they have been subjected to Tas'heel internal verification processes. The Client further agree that by subscription to Tas'heel mobile services the Client shall be consenting to us obtaining information concerning Tas'heel and/or Client shareholders, partners, directors and/or beneficial owners (as applicable) from credit bureaus and other persons within and outside Kingdom of Saudi Arabia, Tas'heel shall protect the Client financial and personal information and preserve its privacy and use it only for specific and systematic professional purposes with the consent of the Client , and non-disclosure to any third party without authorization from the Saudi Central Bank The approval of these Terms and Conditions considered as notice and obtaining express consent from the Client without any responsibility on Tas'heel.

**4.4 Tas'heel Apps**

Tas'heel Apps is a type of application software designed which may be provided by Tas'heel to run on a mobile device such as a smart phone or tablet computer which provide the Client a convenient means to transact on the move with the ability to utilize multiple services/functions similar to online services including but not limited to viewing account statements, inquiring about finance account balance(s), applying for a Product, amongst others. Please refer to Part 6 clause 6 of these General Terms and Conditions for the specific terms and conditions of usage.

**5. CLIENT RELATIONSHIP**

## 5.1 OPENING AN ACCOUNT

Tas'heel relationship with the Client as the Client begins when Client apply for a product with Tas'heel and the Client have been assigned a the Client Number (CN) (see below). The term "account" used in these General Terms & Conditions is not a bank account but refers to a running account in Tas'heel records in respect of any product or service which Tas'heel may extend to the Client. . To open an account with Tas'heel , the Client will be required to complete and sign a finance account opening application form or forms. At such time, Tas'heel shall make available the following to the Client :

- (a) These General Terms & Conditions.
- (b) Additional Specific Terms & Conditions for the products or services for which the Client have applied; and
- (c) Other relevant documentation and information.

## 5.2 CLIENT NUMBER (CN)

The Client Number (CN) is a number which we shall issue the number to the Client and which will be unique to Client . It will allow the Client to access Tas'heel's facilities and products and will be the reference number for all information and data concerning the Client and the finance products and services extended to the Client . This important number must be used with care, with the utmost confidentiality and must not be disclosed to any other person. When dealing with Tas'heel Client must quote the Client CN in order to facilitate all transactions with Tas'heel . The CN remains the Client responsibility at all times. If a third party makes unauthorized use of the CN the Client will remain liable for all transactions carried out until the Client notify us of the loss or wrongful use and the CN is cancelled. If the Client are issued with more than one CN by error or otherwise the Client must notify Tas'heel Client service representatives immediately.

## PART II: TERMS AND CONDITIONS OF GENERAL APPLICATION

### 1. APPLICABILITY OF THE GENERAL TERMS & CONDITIONS & THE SPECIFIC TERMS & CONDITIONS & VARIATIONS THEREOF

All finance and financial products (the "Products" or the "Product" in singular) and all financial services (the "Services") are offered or made available by Tas'heel to the Client as Tas'heel's Client on the basis of and subject to the General Terms & Conditions applicable from time to time. The following terms and conditions constitute part of the General Terms & Conditions and are of general application governing all Products and Services offered or made available by Tas'heel . In addition to the referral form and the General Terms & Conditions, the application form by which the Client may be required to apply for a Product or Service may contain Specific Terms & Conditions for the Product or Service as may any confirmation letter issued to the Client . These will also constitute part of the contractually binding agreement between Tas'heel and the Client.

Tas'heel reserve the right to vary or amend the General Terms & Conditions and all applicable other terms and conditions, including the various Specific Terms & Conditions, by giving the Client not less than fourteen (14) days' written notice (except that in the case of profit rates, fees and charges the provisions below shall apply). However, any accidental omission to give notice or other non-receipt of such notice will not affect the validity of the variations or amendments. The continued use of Tas'heel Products or Services after notice has been given will be deemed to constitute an acceptance of such variations and amendments.

### 2. PROFIT, FEES AND CHARGES - VARIATIONS

Tas'heel's schedule of the prevailing profit rates, fees and charges along with applicable taxes will be published periodically and a current copy will be issued to the Client upon opening an account with Tas'heel. . Copies are also available from Tas'heel's Client service representatives on request. Tas'heel shall be entitled at Tas'heel discretion to vary from time to time all Tas'heel profit rates, fees and charges applicable by giving at least 60-day prior notice. The variations will apply as of the dates specified in the notice of change. Where variations are made as to profit rates, fees or charges, a new schedule of fees and charges including applicable taxes will be published on the Website and made available upon request.

### 3. DOCUMENTATION & EXTENSION OF FACILITIES

Tas'heel may from time to time offer or extend Tas'heel various facilities, Products and Services to the Client relying on the existing documentation, including the Tas'heel General Terms & Conditions read with the relevant specific terms and conditions, which shall be applicable to the new Product or Service.

Tas'heel may at Tas'heel discretion request the Client to submit a fresh application form along with supporting documents in order to process the Client application for a new/additional Product(s) and/or Service(s).

Please note that all applications and other documentation received from the Client will remain Tas'heel property whether Tas'heel make available the requested Products or Services or not.

### 4. UPDATED THE CLIENT INFORMATION

The Client acknowledges that all information and documents he submitted for the purpose of obtaining finance are correct, systemic and valid. The Client must notify us promptly of any change to the Client's personal details including, but not limited to, change in name, residential address, place of work, bank account details, as mentioned in the account opening form. The Client must also provide Tas'heel with a copy of National ID, copy of Iqama (expatriates only), copy of the Client passport, business commercial registration CR – in case the Client is a legal entity - (where applicable) and a copy of all renewals thereof promptly upon renewal. Any change in the Client's legal status and/or shareholding must be promptly notified and supporting documentary proof, satisfactory to Tas'heel, must be promptly provided. In case of not notifying Tas'heel of any changes related to the addresses or personal, financial information of the Client, will not affect Tas'heel right to claim the Client of the due amounts or any obligations arising from the financing contract through the Client information Tas'heel owned. . , ‘

All documents must be sent only by the E-mail documents@Tas'heelFinance.com, within sixty (60) days from the date of documents renewal.

### 5. THE CLIENT CONFIDENTIALITY

Tas'heel shall treat all information concerning the Client as confidential unless it is information already in the public domain. Tas'heel shall not disclose information concerning the Client to third parties, save that Tas'heel shall be entitled to disclose information and documents concerning the Client to:

- (a) Tas'heel branches, holding companies, subsidiaries, representatives, affiliates, and agents.
- (b) Credit verification and credit reporting agencies.
- (c) Debt collection agencies engaged in respect of the Client debts and accounts.

(d) lawyers, auditors and other professional advisors or consultants engaged by Tas'heel , any data processing and statistical risk analysis purposes, the Client relationships, general advice or otherwise in the ordinary course of Tas'heel business.

(e) Any judicial, regulatory, police, or governmental authority which has jurisdiction; and

(f) any third party to whom Tas'heel shall have contracted or outsourced any of Tas'heel services or administrative functions provided that Tas'heel shall obtain an appropriate confidentiality undertaking (as determined by Tas'heel ) from such party.

Tas'heel shall also be always at liberty to obtain information about each the Client from third parties such as credit bureaus, banks, other Government authorities, retailer partners, and the Saudi Central Bank.

## 6. NON-SOLICITATION & NON-DISTURBANCE

Tas'heel may provide information about the Client to Tas'heel branches and third parties for marketing campaigns and solicitation for products. However, if the Client has expressly notified Tas'heel in writing that the Client do not wish to be subject to any marketing approaches, Tas'heel shall make every effort to ensure that the Client is not contacted or solicited in the course of Tas'heel marketing campaigns.

## 7. THE CLIENT REFERENCES

References provided by the Client in the finance account opening application forms and beneficiary details provided to avail of the Tas'heel services may be contacted to validate the information provided by the Client as well as for marketing campaigns and solicitation for products. However, if they expressly notify us in writing or through Tas'heel telephone center that they do not wish to be subject to any marketing approaches, Tas'heel shall make every effort to ensure that they are not contacted or solicited in the course of Tas'heel marketing campaigns.

## 8. TERMINATION

Tas'heel relationship with the Client as a the Client may, subject as below, be terminated for any of the following reasons:

(a) The Client have the right to cancel the request of the financing without any additional charges or benefits within ten (10) days of the request date and receive the financing amount, provided that not withdrawn/using some or all of the financing amount, in case the financing is a credit balance must not be used by the Client , otherwise he will lose his right to cancel the financing .

(b) Termination by the Client at any time at the Client discretion if the Client wish to cease using Tas'heel Products or Services. And its will be subject to the termination procedure and fully due payment to Tas'heel according to the early payment policy.

(c) In the event of breaching the terms and conditions stated in this agreement by any of the parties.

(d) By order or direction of any regulatory, judicial, or governmental authority.

- (e) Tas'heel belief acting in good faith that the source of the Client funds is not legitimate, or the funds are in breach of any internal law or regulation in the Kingdom of Saudi Arabia.
- (f) Failure by the Client to comply with any money laundering or other legislation and requirements thereunder, whether statutory or introduced by us.
- (g) Failure to meet the obligatory repayment terms as agreed or as advised for the provision of any Products or Services.
- (h) Death or legal disability on the Client part.
- (i) Any activity, which in Tas'heel view, indicates intent to misuse Tas'heel facilities, services, or products or to defraud us or any related party; and
- (j) Termination by us at any time at Tas'heel discretion without having to give any reason thereof.

In the event of termination, the Client (or, as the case may be) will immediately settle and pay to us any monies due and owing to us and discharge all the Client liabilities and obligations in respect of any of Tas'heel Products and /or Services or otherwise due to us, despite any prior or other agreement that may exist between us as regards such Products and /or Services.

## 9. EVENTS OF DEFAULT

The finance elapses and all the installments, profit any other fees and expenses become due and payable immediately without having to give any notification or any court ruling and without prejudice to any of Tas'heel other rights according to Tas'heel General Terms & Conditions or in accordance with the law in the event of occurrence of any of the listed below events:

- a) If he/she has not paid in full a Monthly Installment before or due on its Payment date; or
- b) If he/she breaches any of the terms of the Finance Agreement; or
- c) If he/she provides information in the finance application for that is not true/false/forged; or
- d) If he/she goes into bankruptcy, insolvency, or liquidation; or
- e) If his/her current employment is terminated or if his/her work permit or Iqama, if any is cancelled.

- 9.1 The Client agrees and acknowledges to issue promissory note as a guarantee for the full amounts owed by the Client to Tas'heel under the sale transaction/s, which are detailed in the Murrabaha contract with details of payments.
- 9.2 The Client further, irrevocably and unconditionally authorized Tas'heel to fill in the promissory note and to submit it to the Court in case the Client fails to pay company dues or any part thereof in its due time.

## 10. PAYMENT REQUEST AND EXECUTION

**A.** In the event of a default, by the Client in fulfillment of its obligations as stated in the agreement between the Client and Tas'heel, Tas'heel will be entitled to demand immediate full payment of all money and other amounts the Client owe us including principal, outstanding profits, fees, and costs and to fulfill all the Client obligations to Tas'heel. In the event of non-payment of such due amounts and prompt payment, Tas'heel have the right to execute and liquidate any financial security or guarantees provided by the Client as a guarantee to Tas'heel.

**B.** Returns received apply to payment:

- Costs
- Fees and Expenses

- Accumulated Profit
- Suspended capital amounts.

In the order shown above. If the event of default is rectified by the Client within the period that Tas'heel may agree to, Tas'heel shall have the right at Tas'heel sole discretion to withdraw any request for payment and return to the Clients' original profit rate, fees, and costs, and refinance the Client.

The Client is obligated to issue a promissory note to guarantee the amounts owed by him under the sales process/s, Appendix No. (1) and this program, and expressly authorizes Tas'heel to fill in the missing data in the warrant for an order, and the facilitating company has the right to submit the promissory note to the court immediately to request execution in the event of failure The Client pays Tas'heel's dues or part of these dues on the dates specified under the contract(s) signed by the Client.

#### **C. FAULTS (MALFUNCTION)**

Tas'heel will return any collected amounts might emerge because of fault (malfunction) to the effected account without delaying or waiting for systemic request.

#### **D. EVENT OF DEATH OR DISABILITY**

Unless and until agreed with the Client , in the event of death or permanent disability of the Client , all amounts owed by the Client will be exempted from repaying to Tas'heel finance post receipt of valid relevant documents. Any amounts deducted after the date of death or permanent disability medically certified shall be returned to the Client .

**E.** However, this clause is exempted if death is occurred due to the following reasons:

- Deliberate self-injury or suicide attempt
- Natural disasters
- Consumption of alcohol, narcotics or illegal drugs
- Participation, or training to participate, in dangerous sports or competitions
- Job-related death or injury
- Damage directly or indirectly caused by nuclear weapons, war, invasion, acts of foreign enemy, hostilities, warlike acts, or acts of vandalism and terrorism.

#### **11. LATE PAYMENT CHARGES**

In the event the Client fails to pay their installment on the due date (as per the payment schedule attached in the Murabaha Contract), Tas'heel will record all missed payments with clients' Credit Bureau endorsed by the Saudi Central Bank (SAMA). This may negatively impact the Clients' credit bureau score which may impair the ability to obtain credit facility from any bank in the Kingdom of Saudi Arabia.

A fixed charge may be applied each time an installment is not paid on the due date. Please note that these charges will be spent on charity projects since Tas'heel products and services are Sharia compliant.

#### **12. NOTICES AND COMMUNICATIONS**

12.1 The Client postal address, email address and telephone number(s) as set out in the application form shall be taken as definitive for the purpose of sending notices and other communications to the Client. . The means of communication used by us will be at Tas'heel option. In the event of any change in particulars the Client is required to promptly notify Tash'eel in writing of such change. Any change in particulars will only be effective as of the time Tas'heel receives actual notice of such change.

Tas'heel will not be liable under contract for any direct or indirect loss or damage or damage resulting from direct or indirect use of or reliance on electronic communications, requests or messages whether with or without the use of any security measures including but not limited to limitation, any loss or damage caused by any defects, delays, interruptions, errors, inaccuracies or failures in various communications and Tas'heel is specifically exempted from any liability to the fullest extent permitted by law if the Client has been advised in advance of the possibility of such damages.

12.2 Tas'heel may at Tas'heel discretion to provide Facilities or accept the Client application or request for Products or Services through the telephone or Mobile Telephone Service including but not limited to short messaging services and WhatsApp, then pending any specific agreement the following shall apply:

- Instructions or other communications from the Client by telephone, Mobile Telephone Service shall be valid and binding on the Client and Tas'heel may at Tas'heel discretion act on such instructions and Tas'heel shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. Tas'heel always have the right to decline to accept any telephone, Mobile Telephone Service instructions without giving any reason.
- The Client will abide by and observe any security protocol that Tas'heel establish for telephone, Mobile Telephone Services. In particular the Client will keep confidential and be responsible for passwords and other identification information and will not permit any other person to use the telephone, Mobile Telephone Services communications services on the Client behalf.
- Tas'heel shall be at liberty to act on instructions or authorizations that Tas'heel or Tas'heel staff believe in good faith were issued by the Client without having to seek confirmation, even if it transpires that the instructions were not in fact issued by the Client .

12.3 If Tas'heel decide to act on communications with the Client by the use of the Facilities namely, email, internet communications, telephone or mobile telephone including SMS and WhatsApp, the Client as the Client accepting the risks will indemnify us against all costs, claims, loss or damage resulting from Tas'heel acting on such communications.

12.4 Tas'heel may record all communications through these various means for record keeping, training and security purposes. The Client will be taken to have consented and authorized us to make such recordings. The Client further confirms that the data and information/instruction so stored may be relied upon by Tas'heel, made known to any person who may reasonably require the same and/or produced in evidence in any proceedings or otherwise.

12.5 Please note that all such recordings and all Tas'heel books, records and accounts will be conclusive and binding as will any certificate or statement of account issued by us, unless there is an obvious error or omission.

12.6 Clients will be notified 30 business days in advance if any changes are made to the terms and conditions. The Client will be notified through emails and SMS or one of them.

12.7 Post sending the notification / communication to the Client, the Client will be allowed to object / disagree on the changes made in the terms and conditions through email and by the Client service (call center). They should send their objection to the terms and conditions communication at least ten (10) business days prior to the final change in the terms. Any objective received after the stipulated time will not be accepted.

### 13. PAYMENTS

13.1 Client may pay amounts due to us on Products and Services, late charges, other charges, finance repayments, or other payments due, by cash payments and Automatic Direct Repayment (ADR) or any other means acceptable to us.

13.2 Tas'heel is authorized to debit, any amount due and outstanding from the Client for Tas'heel Products and Services including principal, profit, charges, fees and commissions.

### 14. ADJUSTMENTS

Where Tas'heel have erroneously credited or debited the Client account, Tas'heel reserve the right to make the appropriate reversals without seeking the Client consent or prior notice.

### 15. TRANSFER AND ASSIGNMENT/OUTSOURCING

Tas'heel entitled to sell, transfer, assign, discount, pledge or charge as security to any third party organization some or all Tas'heel rights or obligations under or in respect of any Product or Service provided to the Client without notice to the Client or without the Clients' consent. In particular, shall be at liberty to sell, transfer, pledge or assign any or all of Tas'heel business or activities to a third party or Tas'heel may merge Tas'heel business with that of a third party. In all these cases the General Terms & Conditions and the various Specific Terms & Conditions shall continue to govern and apply to all Clients, Products and Services. the Client as the Client may only assign the Client rights and obligations with regard to a Product / Service subject to Tas'heel prior written consent.

Tas'heel may also, at Tas'heel sole discretion and without requiring any the Client consent, delegate or outsource any one or more of the administrative, accounting or service functions in connection with the Products and Services to any third-party service provider Tas'heel select in good faith.

### 16. FORCE MAJEURE

Tas'heel shall not be liable to the Client for any delay or non-performance of Tas'heel its obligations in respect of any Products or Services arising from any cause beyond Tas'heel reasonable control including, without limitation, Act of God, governmental act, war, fire, flood, explosion, natural disaster, civil commotion or riots. In such event Tas'heel shall resume performance of its obligations as soon as reasonably possible after the removal of the cause.

## 17. WAIVER

Tas'heel may at its discretion waive compliance with any of the General Terms & Conditions or other specific terms and conditions as applicable but this will not prejudice or become a waiver of its rights and benefits generally. its shall still have the right to fully enforce terms and conditions in the future.

## 18. TAS'HEEL RIGHTS AND LIABILITIES

- 18.1 Subject as above, Tas'heel is not liable for any act or omission of any third party in respect of any Products or Services, nor its liable for any loss, damage or claims however arising, unless the same was caused by Its gross negligence or willful misconduct.
- 18.2 All Tas'heels' rights under these and other applicable terms and conditions shall be in addition to and independent of any securities, agreements, and obligations the Client may have with or towards Tas'heel .

## 19. EXCLUSIONS AND GENERAL INDEMNITY

- 19.1 Tas'heel shall always act in good faith and provide it services on a best-efforts basis. Other than this obligation, it shall not be liable or responsible for any default, defect, shortcoming or loss in providing the services, and it shall not be liable for any loss or damage howsoever caused or arising.
- 19.2 Client will indemnify Tas'heel and hold Tas'heel harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which Tas'heel may incur by reason of any breach by the Client of these and other applicable terms and conditions or by reason of Tas'heel enforcing any of Tas'heel rights under such terms and conditions. All costs and expenses incurred by Tas'heel on account of enforcing such terms and conditions will likewise be reimbursed by the Client.
- 19.3 This terms and Conditions at times will be applied to all the applicable laws, regulations or rules and the terms of agreements with other banks or financial institutions in the kingdom of Saudi Arabia. If in doing so Tas'heel act contrary to any instructions Client may have given Tas'heel , Tas'heel shall not be liable for any loss or damage howsoever caused or arising.

## 20. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- 20.1 All Tas'heel Products and Services may only be utilized by the Client in compliance with all regulatory, statutory, governmental and judicial laws, requirements and provisions of the Kingdom of Saudi Arabia.
- 20.2 Every Product and/or Service advanced or made available to the Client is on the basis of Client representation, warranty and assurance that all information provided by the Client is true and accurate in all respects, at all times and that the Client will ensure that any amount lent, contributed or otherwise made available by Tas'heel to the Client , or any other amount resulting from contractual relationship between Tas'heel and Client will not be lent, contributed or made available to any entity or individual (whether or not related to the Client ) for the purpose of financing the activities or enter into transactions or conclude deals or buying forbidden and banned goods which is considered as a crimes punishable by law in kingdom of Saudi Arabia or other countries. Or transferring, donation to any entity or individual or for the benefit of any country, state entity, vessel or individual currently subject to any UN or other applicable international sanctions for this purpose. TAS'HEEL. For this purpose, the Client authorize Tas'heel to make such enquiries as it deems fit. Otherwise, if the Client violates this condition, he will be responsible toward the arising responsibility and undertake to facing any punishment or penalties arising against Tas'heel because of this violation.

## 21. DISCLOSURE OF INFORMATION

Client is hereby notified that Tas'heel may:

- (a) disclose and furnish any information provided by the Client and/or Client shareholders, partners, directors and/or beneficial owners (as applicable) and information concerning the Client accounts and relationship with Tas'heel ("Information") to; and
- (b) obtain and receive any information concerning the Client and/or his shareholders, partners, directors and/or beneficial owners (as applicable) ("Received Information") from Tas'heel subsidiaries, affiliates, associates, branches, service providers, assignees, agents, insurers, third party contractors, third party financial institutions, credit reporting agencies, credit bureaus, debt collection agencies and other persons within and outside Kingdom of Saudi Arabia to enable Tas'heel to evaluate the Client application, review the Client performance, perform its obligations under these terms and conditions or under any other agreement to which Tas'heel is a party or may become a party, to enforce the Client obligations hereunder or to provide or procure the provision of products and services to the Client or for other reasons deemed fit by Tas'heel without further consent or notification from the Client .

- 21.1 Client hereby warrant and represent and have notified each Client of Clients' shareholders, partners, directors and/or beneficial owners (as applicable) that Information may be disclosed by Tas'heel or that Tas'heel may obtain and receive Received Information. The Client hereby authorizes and permit Tas'heel to disclose Information or obtain and receive Received Information.
- 21.2 Client hereby warrant and represent that the Client is duly authorized on behalf of each of his shareholders, partners, directors and/or beneficial owners (as applicable) to consent to the disclosure of Information or the receipt of Received Information by Tas'heel.
- 21.3 The Client agrees to indemnify and hold harmless Tas'heel, its owners, officers, employees and agents from any costs, losses, claims, damages or liability, howsoever caused by the Client failure to obtain any of the requisite consent(s) or to provide the requisite notification(s), as stated hereunder.
- 21.4 Client hereby acknowledge and agree that Tas'heel is required to comply with Kingdom of Saudi Arabia laws and regulations relating to disclosure under the implementing regulations of the income tax system issued by ministerial decision No. (1535) dated 11/06/1425 H, and the subsequent amendment by ministerial decision most recently decision No. (2568) dated 12/08/1440 H. the Common Reporting Standards under the Organization for Economic Co-operation and Development's Standard for the Automatic Exchange of Financial Account Information in Tax Matters (the "CRS") or any other laws and/or regulations (local or otherwise) adopted to implement anti-money laundering regime issued on 05/02/1439 H, 25/10/2017 and/or the CRS as well as any other pertinent future regulation.

## 22. GOVERNING LAW AND DISPUTE RESOLUTION

- 22.1 The Products and Services as well as these General Terms & Conditions and all variations, additions and amendments to them from time to time and all other applicable terms and conditions including the various Specific Terms & Conditions shall be governed by the laws of Kingdom of Saudi Arabia.
- 22.2 Any dispute or difference between Tas'heel and any Client arising in respect of or touching upon any transaction, any of the Products or Services, the General Terms & Conditions and various Specific Terms & Conditions will be submitted to the non-exclusive jurisdiction of the civil courts of Kingdom of Saudi Arabia which Tas'heel elect to be the convenient or relevant jurisdiction in the Kingdom of Saudi Arabia.

## 23. NO WARRANTY

Without prejudice to anything contained in these Terms & Conditions, Tas'heel makes no express or implied warranty with respect to any of the Products and/or Services provided hereunder including, without limitation, any warranties of non-infringement of third-party rights, title, marketability, satisfactory quality, fitness for a particular purpose.

### **PART III: TERMS & CONDITIONS FOR ALL FINANCE PRODUCTS**

According to Tas'heel estimate, Tas'heel have the right to determine if the Client qualified to the conditions and requirements which has been created by Tas'heel to get one or more finance Products ("Finances") the following terms and conditions pertaining to Finances Products and forming part of these General Terms & Conditions will apply.

1. Tas'heel are not under any obligation to make available any Finances to the Client, but may do so Tas'heel sole discretion
2. Tas'heel will contact the Client by the telephone after his applying for finance, Tas'heel will record the calls to ensure the purpose and quality of the service. When the Client view and accept the terms and conditions he acknowledge and agree on the calls recording and maintained in Tas'heel registers with no objection from the Client.
3. If Tas'heel decide to make a Finance available to the Client Tas'heel shall issue to the Client with a confirmation letter or other written notification ("the confirmation letter") which may contain the Specific Terms & Conditions applicable to the Finance, such as the available amount of finance, period, availability, conditions, profit payable, rates and charges, fees, and other terms. The Specific Terms & Conditions on the application form or the confirmation letter will be supplemental to and, in case of inconsistency, prevail over the General Terms & Conditions set out in this document. Applicable rates and charges will also be set out in Tas'heel schedule of rates and charges from time to time.
4. If the Client finance is approved, Tas'heel will transfer the approved finance amount, by way of electronic funds transfer, directly to the Client nominated account (the "Account") in the financial institution that Client have identified through Direct Debit that Client have provided to Tas'heel. the Client agree to pay all applicable fees or charges, as Tas'heel may decide to impose tax from time to time, with respect to such transfer of the approved finance amount into Clients' account and the Client will assume all the due costs and fees
5. Tas'heel can cancel the loan amount before approval and waive their commitment or reduce or change the amount of the Finance and the terms thereof without being obliged to provide any reason to the Client.
6. Client will repay the Finance in the manner and at the times set out in the confirmation letter. The Client hereby authorize Tas'heel to set off and deduct any amount due under the Finance from any money or credit which we hold for the Client or to his Client ) order and which Tas'heel may control according to the Saudi Centra Bank terms and conditions.
7. Tas'heel reserve the right to recall or demand payment of any Finance at any time notwithstanding any terms previously or otherwise.
8. Client may pay in full any Finance before its due date, subject to payment of applicable fees and charges for prepayment. Tas'heel may stipulate a minimum time period after which prepayment is permissible and may stipulate a minimum amount for pre-payment, subject to SAMA rules and regulations
9. Tas'heel may without consent or notice the Client transfer, sell, assign, discount, pledge, charge or utilize as security the outstanding indebtedness on all Tas'heels' Finances to the Client. Tas'heel may also assign or transfer to third party some or all the rights and obligations in respect of such Finances without any obligation on Tas'heel to get Client consent or approval.
10. 10 All notices and statements of accounts which Tas'heel send to Client will be deemed to be correct and accurate unless the Client object in writing within fourteen (14) days from the date of the notice or statement.
11. 11 Every Finance advanced or made available to the Client based on his representation, warranty and assurance that all information provided by the Client is true and accurate in all respects and at all times. For this purposethe Client authorize Tas'heel to make such enquiries as Tas'heel think fit.
12. Tas'heel should at its discretion determine that the value of the security in respect of a Finance or any amount due and payable to Tas'heel is inadequate or has lost all or a substantial part of its value Tas'heel shall be entitled to demand such replacement or additional security as Tash'eel may decide to be necessary.

13. Tas'heel will calculate profit for finances on a reducing balance basis. Profit will be calculated on the basis of a full year (365 days) and on the outstanding principal amount at the beginning of the month.
14. Tas'heel reserve the right to vary the rate of profit, fees or charges payable on any outstanding Finance from time to time upon giving the Client reasonable prior written notice.
15. Tas'heel may at its sole discretion permit the Client to reschedule or restructure any outstanding Finances, including extending any applicable repayment term provided that Client meet Tas'heel eligibility criteria, documentation requirements and applicable fees or charges.
16. 16 Acceptance of a part payment or a waiver or relaxation in respect of any applicable terms and conditions shall not prejudice or be interpreted as a waiver of the Tas'heels' rights to require full payment or enforce such terms and conditions at a future date.
17. 17 All costs and expenses including legal expenses incurred by Tas'heel in recovering the amount due and owing to Tas'heel in respect of any Finance or enforcing the security for the Finance shall be borne by the Client. It was decided that the Client will pay 2.500/- Saudi Ryals in return of Tas'heel using all judicial means to be collecting all or some of the due amounts.

#### **PART IV: SPECIFIC FINANCE PRODUCTS**

The following are the principal types of Finances offered by Tas'heel at its discretion and subject to the various terms and conditions set out below. They are also subject to various applicable Specific Terms & Conditions.

##### **1. PERSONAL FINANCE / TAWARRUQ FINANCE**

In consideration of Tas'heel granting the Client / borrower deferred payment terms on the Purchase Price of the Metal / Goods purchased from Tas'heel, as is evident from the Offer and Acceptance to which these Terms and Conditions are annexed below. The Client / borrower agrees to be bound by the following terms and conditions:

For the purposes of these Terms and Conditions:

“Acceptance” means an Acceptance Letter or any other means of valid acceptance of the Offer by Tas'heel.

“Business Day” means a day on which the Tas'heel is generally open for business for Clients;

“ Client / Borrower” means the person/s signing the attached Offer.

“Offer” means the attached Offer by the The Client to purchase the Metal / Goods on deferred payment terms. (Capitalized terms in the Offer and Acceptance shall have the same meaning herein.)

- 1.1 The terms Principal amount, deferred payment charges, monthly installment, number of installments, installments start date and end date, applicable profit rate are set out on the finance agreement form in respect of each finance.

- 1.2 In consideration of Tas'heel agreeing to make available to the borrower the principal amount, the borrower agrees to pay (by monthly installments on the payment dates) the total amount. The total amount is aggregate of the i) Principal amount, (ii) deferred payment charges, (iii) payment protection premium, (iv) commission and charges and (v) all amounts and profit charges which may be payable pursuant to or in connection with such finance.
- 1.3 Disbursement of finance is conditional upon receipt or confirmation of all documents and requirements requested by Tas'heel in form of substance satisfactory to Tas'heel and payment to Tas'heel and all applicable fees and charges.
- 1.4 The effective date of the sale of the Metal / Goods from Tas'heel to the Client shall be the date Tas'heel stated in the "Offer and Acceptance Letter".
- 1.5 The Metal / Goods shall be delivered to the Client by constructive means in that Tas'heel (or its agent) shall stop holding the Metal / Goods as the owner and hold it, or be instructed to hold it (in the case of an agent), on behalf of the Client.
- 1.6 Tas'heel (or its agent) shall hold the Metal / Goods on Client's behalf within a bulk quantity at a common location and it shall not be traded or otherwise dealt with until the Client instructs Tas'heel to do so (either specifically or in the form of a general agency mandate).
- 1.7 The Metal / Goods shall be purchased on as-is-where-is basis in its present state and condition and Tas'heel has not and shall not be deemed to give or make any warranty or representation whatsoever in relation to the Metal / Goods.
- 1.8 Client shall be irrevocably and unconditionally obliged to pay the Purchase Price by means of the Instalments on the Payment Dates from the date of the Acceptance onwards.
- 1.9 The Purchase Price is accepted as valid and fair consideration for the Metal / Goods, irrespective of the spot price for the Metal / Goods on the actual date of the sale of the Metal / Goods.
- 1.10 All payments to be made by the Client in terms of the Agreement shall be made free from any set-off, deduction, withholding or counterclaim and in immediately available and freely transferable funds for good value on each of the Payment Dates.
- 1.11 Tas'heel company shall be authorized to debit the Client's account number as stated in the Acceptance at Tas'heel with amounts equal to the Instalments due on the Payment Dates.
- 1.12 The borrower is in default if:
- The monthly installment is not paid in full on its payment date.
  - There is a breach of any term(s) of a finance.
  - The borrower's employment is terminated, his/her monthly salary is stopped, or his/her work permit or residence visa are cancelled.
  - Any information provided in the finance application form is found or considered by Tas'heel to be incorrect.
  - The borrower or her/his guarantors (if any) goes into bankruptcy, insolvency, liquidation, is declared incapable or dies.
  - The borrower defaults under any obligation or agreement to Tas'heel.
- 1.13 On the occurrence of a default by the borrower, the outstanding balance of all the finances along with the accrued profit, charges and fees shall immediately become due and payable by the borrower and/or the guarantor(s), if any, and Tas'heel shall have the right to demand the immediate payment of all such amounts. On receipt of any payment from the Borrower, where the borrower is in default of a finance, such payment shall be applied by Tas'heel to repay such liabilities of the borrower to Tas'heel company as Tas'heel may see fit.
- 1.14 The borrower hereby acknowledges and confirms that the default in respect of any finance shall constitute a default for the purpose of all finances of the borrower from Tas'heel.

- 1.15 Tas'heel's statements and records of account shall, in the absence of manifest error, be binding on the Client and constitute conclusive evidence of amounts due and owing in connection with the Agreement for all relevant purposes, inclusive of legal proceedings.
- 1.16 Client shall observe, perform and discharge each and all of its obligations and do all acts and things necessary or desirable to complete the Assignment and cause the monies thereby assigned to become payable directly to Tas'heel (irrespective of whether the Client is in default or not)
- 1.17 Client irrevocably undertakes in favor of Tas'heel company that it shall not at any stage give any contrary instructions to its Bank concerning the Assignment or any payments to be made thereunder.
- 1.18 Demand Payment: In case the Client are in breach of any of the terms of this agreement, Tas'heel may demand payment of the finance in full.
- 1.19 Counteroffer: Depending on Tas'heel's credit criteria, the Client accept that Tas'heel may approve a finance amount/tenor lower / higher than the one the Client have requested. In this case, a counteroffer will be made to the Client and a verbal confirmation on his part will be deemed sufficient to proceed with disbursement. Details of the amount of instalment, profit and fees will be notified to the Client in advance.
- 1.20 If at any time, any provision hereof becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired thereby.
- 1.21 Any notice made by Tas'heel company in respect of the Facility shall be in writing / e-mail and made at the address given by the Client at the foot of the individual account mandate signed by the Client and shall be deemed to have been served on the Client on the date of posting.
- 1.22 The Client may not transfer and/or assign its rights and obligations under the agreement to any third party without the written consent of Tas'heel. Tas'heel may cause any such transfer and/or assignment to a Group Member.
- 1.23 This Agreement is not intended to create any rights or remedies capable of enforcement by third parties.
- 1.24 Payments in full: All payments must make to Tas'heel under the agreement must be received by Tas'heel on the due date in full in immediately available funds in the currency we specify and without set off, counterclaim or deduction or withholding (including on account of any tax) unless the deduction or withholding is required by law.
- 1.25 Withholding tax: If a law requires Client to deduct any tax from a payment to Tas'heel , the Client must increase the amount payable so that, after making the deduction, Tas'heel receive the amount Tas'heel would have received if no deduction had been required. The Client agree to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law and give the Tas'heel the original receipts.
- 1.26 Value added tax: All payments to be made by the Client in connection with Tas'heel agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, the Client must pay Tas'heel an additional amount equal to the payment multiplied by the appropriate rate of tax. The Client must do so at the same time as making the payment without separation or delay one of them.
- 1.27 Disclosure: Whilst Tas'heel company maintains strict confidentiality in all matters relating to Clients' account(s) and business, it is agreed and understood that Tas'heel company may disclose all information relating to the Client (including details of accounts, products, etc.) to:
- Tas'heel, employees, members, dviser and any other member of the office in any jurisdiction ("permitted parties").
  - Professional advisers, service providers or independent contractors to, or agents of, the permitted parties, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the permitted parties.
  - Any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between Tas'heel and the Client, or assignee, novate or transferee (or any officer, employee, agent or adviser of any of them).
  - Any credit reference agency, rating agency, business alliance partner, insurer or Takaful broker of, or direct or indirect provider of credit protection, or any permitted parties.

- Any financial institution which the Client have or may have dealings for the purpose of conducting credit checks (including in the form of bank references).
- Any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the permitted parties.
- Any authorized person or any security provider.
- Anyone we consider necessary in order to provide the Client with services in connection with an account.

1.28 By signing the application, the Client warrants that the information given herewith is true and accurate and the Client hereby authorizes Tas'heel Finance to make enquiries as it considers necessary to confirm this information.

1.29 If the information disclosed to Tas'heel Finance is found inaccurate / misleading, Tas'heel Finance has the right to do the following:

- Reject to offer the credit facility.
- Consider it an event of default and recall loan facility(s), where already disbursed
- Maintain the details of the Client in a negative file.
- Report the competent authorities.
- File a legal case in the court for providing misleading data and recover the facilities disbursed to finance the Client.

1.30 If the Client finds / detects any illegal procedures concerning the product or service provided, the Client should inform Tas'heel Finance through the following channels:

- Client Service Telephone
- Client Service Email

## 2. INSTALLMENT SALES / PRODUCT FINANCE

For the purposes of these Terms and Conditions:

“Murabaha” means the sale and purchase of an asset where the acquisition cost and markup / profit is disclosed to the Client.

“Acceptance” means an Acceptance Letter or any other means of valid acceptance of the Offer by Tas'heel company.

“Business Day” means a day on which the Tas'heel company is generally open for business for Clients.

“Client / Borrower” means the person/s signing the attached Offer and making the promise to buy the product / goods, post the Client selecting the goods / product from the third party.

“Promise” means the promise made by the Client to sign the Murabaha Contract post selecting the goods / products from the third party.

“Third Party” means the Tas'heel's company partner outlet where a the Client can visit and select the goods / products that they intend to later buy from Tas'heel company on installment.

- 2.1 Tas'heel may enter into agreements with certain suppliers / third parties and retailers of goods (each "a Supplier") directly for the purchase of such goods for our Clients on the basis of installment sales finance provided by Tas'heel ("Installment sales / Product Finance").
- 2.2 Murabaha to the Clients refers to an arrangement whereby the Clients promises to purchase an identified and specified asset from a third party on Murabaha terms upon Tas'heel's acquisition of the asset.
- 2.3 The promise to purchase the asset shall be binding on the Client when Tas'heel company has taken the action to acquire the asset
- 2.4 The promise shall be executed separately from, and before entering into the Murabaha contract.
- 2.5 Pursuant to the above clause, the promise may be incorporated on another standalone legal document
- 2.6 If the Client who promised to purchase the acquired asset from Tas'heel refuses to enter in the Murabaha contract post the purchase of the asset from the third party as per the agreed terms, the Client shall be liable for breach of the promise.
- 2.7 Pursuant to the above clause the Client shall compensate Tas'heel for actual costs incurred in the acquisition of the asset and its disposal to a third party and the short fall in the disposal process compared to the purchase price. (If any)
- 2.8 If the Client wish to purchase such goods using Tas'heel Installment Sales we shall pay the Supplier / third party and acquire the asset and re-sell the acquired asset to the Client and book a finance for the Client to pay the amount in installments.
- 2.9 The goods shall be delivered to the Client while concluding the contract, and when payment in full amount of the Installment Sales / Product Finance together with all profit and other charges and fees due to Tas'heel.
- 2.10 The risk of damage or loss to such goods shall vest at all times with the Client and Tas'heel shall not be responsible for any damage, interference or loss to such goods, as the case may be.
- 2.11 Any complaint as to the goods must be made directly from the Client to the Supplier and Tas'heel shall not accept any responsibility for the goods provided. The Client may not return any goods to Tas'heel or otherwise seek to claim any credit against the Installment Sales / Product Finance in respect of the use or non-use of the goods by the Client.

The maximum allowed credit limit will be sent to (SIMAH) to facilitate future transaction of the Client. The Client use part of the credit limit allowed as a consent on the maximum allowed credit limit, the Client may reduce the maximum allowed credit limit provided that this limit is not less than any of the Client existing finance commitments by forming Tas'heel through its formal communication channels referred to later.

## **PART VI: THE SERVICES**

### **1. ONLINE SERVICES**

The following provisions together with any terms and conditions shown on the relevant website or application forms will apply to all Products and Services provided by Tas'heel through the internet from time to time (the "Online Services") and administration of such Products and Services.

- 1.1 Any transactions or instructions given through the Online Services will be irrevocable and unconditionally binding on the Client. The Client accept that he will make use of the Online Services provided by Tas'heel entirely at his own risk and responsibility.
- 1.2 Tas'heel records of all transactions and instructions conducted through Online Services will be binding and conclusive to the Client, in the absence of obvious error or omission in such records will not be considered or deal with it as a result of the error or unintentional act.
- 1.3 Client accept that any security procedures Tas'heel implement for the Client through Online Services are reasonable and adequate. For the Client part he will keep his CN or password supplied to the Client or created by the Client for the purposes of the Online Services confidential and prevent the same from being disclosed to third parties or unauthorized persons. The Client will be fully responsible for the safe keeping of all numbers and passwords as Tas'heel accept no responsibility or liability for any fraud or damage arising as a result of loss or compromise.

- 1.4 Tas'heel shall not make any investigations regarding the identity of the user using the Online Services in Client name other than making reasonably sure that the appropriate passwords and identification or security methods have been applied. Any use of the Online Services by unauthorized third parties will be solely Client responsibility unless the Client have advised Tas'heel the possibility of such unauthorized use and Tas'heel have had reasonable time to terminate access by unauthorized parties by changing the various security and authentication codes.
- 1.5 All information stored on the Online Services belongs entirely to Tas'heel.
- 1.6 Tas'heel shall be at liberty to:
- take such steps as Tas'heel deem necessary to restrict access to the Online Services.
  - introduce additional or alternative security measures for authentication purposes; and
  - Restrict or terminate Client use of the Online Services provided by Tas'heel company.
- 1.7 Whilst the Online Services are provided by Tas'heel and through Tas'heel facilities, Tas'heel shall not be responsible or liable in any manner for any of the following:
- failure to make available or accessible any Online Services due to technical, network or other malfunction or breakdown, routine maintenance or upgrades.
  - any errors or omissions or any loss or damage that may occur or arise to the Client, procurement from the vendors, recording Client data or the application for obtain Tas'heel services as a result of any malfunction or failure of the Online Services or otherwise howsoever.
  - any additions, deletions, variations or changes to the Online Services and its use or the terms and conditions under which it is available or daily cut-off times.
  - any partial, incomplete or failed transaction; or
  - failure of any equipment or software provided by third party software providers, service providers and network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), or any agent or subcontractor of any of the foregoing.
- 1.8 Tas'heel shall provide the Online Services in a good faith and best-efforts basis, therefor, Tas'heel shall not be liable for any loss, damages, costs, or claims incurred by the Client howsoever caused.
- 1.9 Tas'heel is unable to guarantee the accuracy, completeness and timeliness of information provided through Online Services. We may vary, amend or change the information and the website linked with Tas'heel Online Service.
- 1.10 Tas'heel shall not be liable for or responsible for any damage or loss caused by any computer virus, computer code or programming device used in connection with the Online Services, or by any corruption, disruption or damage to information, software, hardware, data or property by reason of or incidental to the use of the Online Service.
- 1.11 Tas'heel reserve the right to decline to process or honor online instructions or communications.
- 1.12 Tas'heel may terminate the Client use of the Online Services at any time in its discretion without having to assign any reason.
- 1.13 Tas'heel shall notify the Client from time to time of the internet software required for using the Online Services and where possible assist in helping the Client access it. However, Tas'heel is not obliged to support all versions of the internet software. The Client will remain responsible for upgrading software, hardware and operating system from time to time so as to be compatible with Tas'heels' system.
- 1.14 Any hyperlink on Tas'heels' website is for information purposes only and for the Client convenience. Tas'heel not analyze or investigate such links. The inclusion of a hyperlink does not imply any endorsement of the material on such site.
- 1.15 Certain correspondence such as the online banking password and e-statements will be delivered to the Client through the email address registered with Tas'heel . Emails will be sent to the Client through the public network. The Client must immediately change the password as soon as Client receive them. Thereafter, the Client should

change such numbers periodically. Tas'heel shall not be responsible for any failure or delay in delivery or for the loss of data or confidential information or for undelivered e-mails.

- 1.16 Whilst Tas'heel shall provide internet security Tas'heel cannot guarantee complete protection against internet fraud, hacking and other actions that could affect Client transactions or any other instructions to Tas'heel including delays or failures in processing the transaction or instructions.
- 1.17 The Client agree and undertake:
- 1.18 (a) not to use any software or material which the Client know or have reason to suspect contains any viruses, malicious code, or damaging components which may interfere with the operation of the Online Services or corrupt data or software on or provided through the Online services.  
 (b) not to transmit any materials or information through the Online Services which may be offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws in Saudi Arabia or which Client know or have reason to suspect contains any viruses, malicious code or damaging components.
- 1.19 Client will be solely responsible for ensuring the accuracy, adequacy, and completeness of the electronic instructions and that we shall not be obliged to verify the accuracy, adequacy and completeness of such instructions.
- 1.20 Tas'heel shall not be liable for any loss, damage, or expense suffered by the Client as a result of:
- 1.21 (a) Electronic instructions being inaccurate, inadequate or incomplete in any way; or  
 (b) Any failure, refusal, delay or error by any third party through whom any such electronic instructions are transacted.
- 1.22 Online instructions will not be deemed to have been received by Tas'heel unless the Client receive confirmation of receipt. In the event of non-receipt, the Client instructions will not be carried out or processed and Tas'heel shall not be liable for any loss, damage, or expense which thereby arises.
- 1.23 Client use of the Services includes the ability to enter into agreements and/or to make transactions electronically.
- 1.24 Client acknowledge that Client electronic submissions constitute Client agreement and intent to be bound by and to pay for such agreements and transactions. The Client agreement and intent to be bound by electronic submissions applies to all records relating to all transactions Client enter into on this site, including notices of cancellation, policies, contracts, and applications. In order to access and retain the Client electronic records, the Client may be required to have certain hardware and software, which are Client sole responsibility.

## 2. TAS'HEEL APPS

- 2.1 In order to avail of the Tas'heel Apps services, the requester must be a Tas'heel Client.
- 2.2 A registration fee may apply, as may be decided by Tas'heel, at Tas'heel sole discretion from time to time.
- 2.3 If the Client is not a Tas'heel Client, the Client will be required to register on Tas'heel Apps and by such registration Client shall become a Tas'heel Client and shall have agreed to the General Terms and Conditions.
- 2.4 As part of the registration process, the Client is required to provide information about himself that is true, accurate, current, and complete in all respects.
- 2.5 Client will also be required to undergo Tas'heel's "Know Your Client" and other due diligence processes. This may require the Client to provide copies of identification, proof of address, as well as financial wherewithal.
- 2.6 All information provided by the Client during the registration process and anytime thereafter will be dealt with in accordance with Tas'heel Privacy Policy which is available on [www.Tas'heel Finance.com/disclaimer](http://www.Tas'heel Finance.com/disclaimer).
- 2.7 Tas'heel shall use its best endeavors to carryout instructions received by it within such time as may be specified by Tas'heel, however, Tas'heel does not guarantee the fulfilment of instructions within such specified time frames since the Tas'heel Apps service depends on various electronic technology used from time to time and may pass through various intermediaries, which could cause delays and glitches in receipt/ transmission of any instructions by/from Tas'heel from/by the Client . Accordingly,

Tas'heel company shall not be liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Client due to a delay/inability in providing the Tas'heel Apps service.

- 2.8 The Tas'heel Apps service will be available to the Client only if the Client is within the cellular circles of the telephone service providers or in the circles forming part of the roaming network of such telephone service providers.
- 2.9 If Tas'heel, for any reason whatsoever, is unable to fulfil Client instructions, Tas'heel shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by you in this regard.
- 2.10 Tas'heel making available to the Client as Tas'heel Client, Tas'heel Apps service as the case may be through the platform provided by reputable software providers. In doing so Tas'heel simply facilitators and therefore take no responsibility, liability or obligation for rejected instructions or refund of payments. The Client is expected to assess the suitability, value and use of the application prior to download and Client will be obliged to pay any applicable fees, expenses and charges applicable in respect of services provided. Any transactions or instructions given through Tas'heel Apps service will be irrevocable and unconditionally binding on Client. The Client accept that Client will make use of Tas'heel Apps service entirely at the Client own risk and responsibility. Whilst Tas'heel shall provide the Tas'heel Apps service in a good faith and on a best efforts basis, Tas'heel shall not be liable for any loss, damages, costs, or claims incurred by the Client howsoever caused. In particular Tas'heel shall not be liable for any financial loss due to fraud.
- 2.11 Tas'heel shall not make any investigations regarding the identity of the user using Tas'heel Apps service in Client name other than making reasonably sure through telephonic confirmations that the instructions for purchase and payment were made by the Client. Any use of the Tas'heel Apps service by unauthorized third parties will be solely Client responsibility.
- 2.12 Client accept that any security procedures Tas'heel implement for Tas'heel Apps service are reasonable and adequate. For Client part he will take all measures to keep Client device secure and in particular keep Client password created by him for the purposes of the Tas'heel Apps service confidential and prevent the same from being disclosed to third parties or unauthorized persons. The Client will be fully responsible for the safe keeping of all numbers and passwords as Tas'heel accept no responsibility or liability for any fraud or damage arising as a result of loss or compromise of the password.
- 2.13 Whilst Tas'heel Apps service are provided by Tas'heel and through its facilities Tas'heel shall not be responsible or liable in any manner for any of the following:
- failure to make available or accessible Tas'heel Apps service due to technical, network or other malfunction or breakdown, routine maintenance or upgrades.
  - any errors or omissions or any loss or damage that may occur or arise as a result of any malfunction or failure of Tas'heel Apps service or otherwise howsoever.
  - any additions, deletions, variations or changes to the Tas'heel Apps service and its use or the terms and conditions under which it is available.
  - any partial, incomplete or failed transaction or bill payment; or
  - failure of any equipment or software provided by third party software providers, service providers and network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), or any agent or subcontractor of any of the foregoing.
- 2.14 Client is fully aware of and consent to the risks associated with transmitting instructions for funds transfer to Tas'heel via telephone, mobile, mobile apps, telex, facsimile, letter, mail, messenger or similar methods (the "Manual Instruction Methods"). The Client agree to the terms and conditions pertaining to Manual Instruction Methods as set out in clause 21.4 of these general terms and conditions
- 2.15 Tas'heel reserves the right to limit, amongst other, the financial value, number and frequency of instructions that Client may provide by using the Tas'heel Apps service, Tas'heel further reserves the right to alter/amend/modify the limits as imposed without prior intimation to the Client.
- 2.16 Tas'heel neither endorses the apps offered by Tas'heel Apps, nor is it in any manner party to the contracts that may be executed between the Client and the app developer. The apps developer shall be solely responsible to the Client to render the apps for which payment is to be made under the respective terms and conditions and Tas'heel

company shall not be responsible/ liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc., and shall not be made party to any disputes between the Client and the apps developer. The Client shall not hold Tas'heel liable for any non-service, delayed service, faulty service rendered by the apps developer and shall not contact, communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS, personal meeting with Tas'heel company or any other means of communication in this regard.

- 2.17 Client understand and acknowledge that Tas'heel and any other intermediary may require further authentication codes/security devices for provision of the Tas'heel Apps service and may provide the same to the Client to be used to give instructions and/or perform certain transactions under the Tas'heel Apps. The Client hereby confirm and understand that Tas'heel is, in no way, in a position to control or regulate such authentication codes/devices and shall, consequently not, in any way be, liable or responsible for actions performed by the Client utilizing the same.
- 2.18 Client acknowledge that the Tas'heel Apps Services is dependent on the infrastructure, connectivity and services provided by the telephone service providers and the intermediaries engaged by Tas'heel. the Client accept that timeliness, accuracy and readability of SMS/Alerts/instructions/information shall depend on factors affecting the telephone service providers and intermediaries. Tas'heel shall not be liable for non-delivery or delayed delivery of SMS/Alerts/instructions/information, payments, errors, loss or distortion in transmission of information and instructions to/from the Client or the merchant establishments.
- 2.19 Tas'heel shall endeavor to provide the Tas'heel Apps Services on a best effort basis and the Client shall not hold Tas'heel liable for non-availability of the Services or any part thereof or non-performance by any cellular service providers or intermediaries or any loss or damage caused to the Client as a result of use of the Tas'heel Apps services for any cause whatsoever. Tas'heel shall not be liable in any manner to the Client in connection with the use of the Tas'heel Apps Services facility. The Client shall not rely on the Alerts/information made available by Tas'heel for the Client investment or business purposes.
- 2.20 The Client shall be able to avail of the Tas'heel Apps services by registration on his mobile device with a One Time Password (OTP) selected by the Client for use of the Tas'heel Apps as a security measure. The OTP is specific to the mobile device used for registration purposes and hence the Client shall be responsible for the mobile device and any usage of the same, whether by a third party or any other person, and any usage shall be deemed to be usage by the Client. It shall be Client responsibility to inform Tas'heel company in writing about any change with regard to the mobile device and Tas'heel shall not in any way be liable or responsible for any loss, damages, costs, charges or expenses suffered/incurred by the Client for reason of his failure to do so.
- 2.21 Tas'heel reserves the right, but shall not be obliged, to make changes, enhancements, and/ or modifications to the Tas'heel Apps service offered by Tas'heel from time to time.
- 2.22 Tas'heel company reserves the right to, from time to time at its sole discretion, but with prior intimation to the Client, to charge fees for the provision of any and/or all of the Tas'heel Apps.
- 2.23 Client undertake to provide Tas'heel company with such information and/or render such assistance as is required by Tas'heel for the performance of its obligations for the provision of the Tas'heel Apps Service.
- 2.24 These terms and conditions shall be in addition to and not in derogation of the Specific Terms and Conditions and the Terms and Conditions applicable to other services offered by Tas'heel. the Client may also be subject to additional terms and conditions that may apply when Client use affiliate services, third-party content, or third-party software.

### 3. STATEMENTS

Tas'heel may issue statements of accounts periodically for Client convenience for the various Products and Services accounts which the Client may have with Tas'heel. These periodic statements of account will be conclusive and binding on the Client unless he objects within fourteen (14) days from the statement date. However,

notwithstanding any objections to the entries in the statements or non-receipt of statements, the Client is still obliged to make any payments and discharge any other liabilities and obligations the Client may have and any claim of error with regard to Tas'heel statements of account does not exempt the Client from making such payment or discharging such liability. A fee may be chargeable for the provision of paper statements.

#### 4. EMAIL STATEMENTS

- 4.1 Tas'heel may at its sole discretion provide statements of account by email. For greater convenience, Tas'heel may request the Client for statement of account by e-mail instead of in a paper form. However, whenever necessary and at Tas'heel sole discretion, the Client may receive a paper statement instead.
- 4.2 Where Tas'heel agree to provide email statements to the Client it will be on the basis that the Client will fully indemnify Tas'heel against any costs, claims, losses or damages by reason of any errors or omissions on the email statements, mis-delivery, non-delivery or otherwise arising directly or indirectly as a result of the email statement service.
- 4.3 If the Client request email statements, Client would do so on the understanding that such means of communication have an inherent risk of the data and confidential information being accessed, seen by or manipulated by other parties. For this reason the Client will agree to waive any right or claim of action they may have against Tas'heel or its employees or offices in this regard. The Client will also unconditionally and irrevocably undertake to indemnify Tas'heel, its employees, officers and representatives against all losses, costs, damages or expenses arising by the provision of email statements.
- 4.4 Tas'heel shall be at liberty to terminate or restrict the availability or use of the email statement service at its discretion at any time without assigning any reason therefor.
- 4.5 There may be charges for this service.
- 4.6 Client must notify Tas'heel of any discrepancy, omission, inaccuracy or wrong entry in an email statement within fourteen (14) days from receipt of the email statement. Upon expiry of this period, the Client will in the absence of notification be deemed to have received and accepted as true and correct all the entries to the email statement.
- 4.7 The Client contractual and other obligations to Tas'heel including the obligation to make any and all payments due will remain irrespective of the receipt or non-receipt of the email statement.

#### 5. TELEPHONE SERVICES

- 5.1 Tas'heel telephone center will make available a range of services to the client through the telephone including information regarding status of and balances on the Client account for the various Products and Services, extended information on the Products and Services, receipt of limited instructions and applications, provision of application forms and materials, and such other services as the center may be designed to provide. Please note that the range of services provided by telephone may change from time to time. All telephone communications with Tas'heel telephone Client service personnel may be recorded for the purposes of storage, verification, training and ensuring required Client service levels
- 5.2 Tas'heel shall accept the Client instructions over the telephone using Tas'heel telephone services on the basis that the Client will fully indemnify Tas'heel and hold Tas'heel harmless against any consequences, claims, proceedings, damages or losses which may arise or may be incurred by reason of Tas'heel acting in good faith on Client instructions and carrying out instructions from the Client or purporting to be from the Client. Other than to undertake Tas'heel standard security checks shall be under no obligation to verify that the instructions are from the Client.
- 5.3 In using this service the Client acknowledge that Tas'heel may deal with and provide information to any party who purports to be the Client, provided that the Client verification procedures in force from time to time have been followed by Tas'heel employees.

- 5.4 The use of the telephone service is personal only to the Client and he must not permit any third party to use this facility on his behalf. Any liability or responsibility for third parties who access such services in the Client name will be borne by him (the Client) unless Tas'heel is grossly negligent or in willful default.
- 5.5 Tas'heel is not liable for any loss or damage incurred by reason of any error, failure to provide the service, provision of erroneous information, failure to act on instructions or otherwise howsoever unless the same is shown to have been caused by Tas'heel gross negligence or willful default.

## **PART VII: AUTOMATIC DIRECT REPAYMENT (ADR)**

### **1. RULES**

- 1.1 By signing the appropriate Automatic Direct Repayment (ADR) request and agreeing to the terms and conditions attached thereto, the Client authorize Tas'heel to take all necessary or appropriate steps to allow for funds (the "Direct Debit Payment") to be debited from Client nominated account in accordance with his (the Client) financial institution / Bank in which the Client maintain his (the Client) Account.
- 1.2 The acceptance of a Direct Debit by the Client financial institution in relation to a Product shall be a condition to any disbursement of funds by Tas'heel company.
- 1.3 The Client acknowledge and agree that to the extent permitted by law:
- (i) Tas'heel may be required to instruct and communicate with other correspondent banks or financial institutions in order to give effect to the Client Direct Debit. The Client hereby give his consent to such instructions and communication; and
  - (ii) Any information (including, but not limited to the ADR) may be shared or transmitted by Tas'heel company to its correspondent banks or financial institutions.
- 1.4 If the debit payment to be made on a day that is not a business day, Tas'heel may direct the Client financial institution to debit the Client Account within seven (7) business days immediately following such date.
- 1.5 The Client shall remain fully responsible and liable to pay any ADR Payment(s) for which Notice has been issued regardless of whether or not the Client actually receive such Notice.
- 1.6 The Client acknowledge and agree that Tas'heel company may require the Client to sign multiple ADR forms (which may include an appropriate ADR amendment request (a "DD Amendment Request")) in respect of the Product(s) that the Client obtain. The Client agree that each ADR represents an independent obligation to pay on the stipulated payment date.
- 1.7 The Client acknowledge and agree that to the extent permitted by law:
- (i) Where an ADR is provided in relation to finance, Tas'heel company remains free at any time to request further collateral or security to secure the Client payment obligations and to vary or amend the terms of the Client finance; and
  - (ii) Tas'heel is authorized to complete and submit at any time a DDA Amendment Request as provided by the Client.
- 1.8 Tas'heel shall forward any requests for cancellation and/or amendment of an ADR submitted by the Client within the mandated turnaround times as prescribed by the Rules.

### **2. CHANGES BY TAS'HEEL company**

- 2.1 Client acknowledges and agree that to the extent permitted by law, Tas'heel company may (but shall not be obliged to) amend or vary the terms of an ADR to give effect to the intention or purpose of the Client's instruction or as a consequence of any amendments to the Rules.

2.2 Subject to clause 2.3, the Client acknowledges and agree that, in the event that the ADR allows for a variable sum to be deducted from the Clients' Account, Tas'heel may debit such sums from Client account up to the prescribed maximum limit specified in his (the Client) ADR.

2.3 It Tas'heel may amalgamate any unpaid ADR Payment(s) with future ADR Payment(s) with prior notice to the Client but that in all cases such amalgamated ADR Payment(s) shall not be in excess of the prescribed maximum limit specified in the Client ADR. Amalgamation of an unpaid ADR Payment shall not be permitted with respect to a fixed amount ADR.

### 3. RE-PRESENTATION OF AN UNPAID ADR

3.1 Client acknowledges and agree that to the extent permitted by law, Tas'heel may re-present an ADR which is returned unpaid.

3.2 The amount of the re-presented ADR shall be equal to the corresponding unpaid ADR Payment.

3.3 Client agree that he (the Client) shall be liable to pay all charges and/or fees levied by Tas'heel company and/or the Client financial institution in respect of the re-presentation of an ADR.

### 4. CHANGES BY THE CLIENT

4.1 Client acknowledges and agrees that:

(i) an ADR is irrevocable, and that the Client is not entitled to amend, cancel or stop any ADR in favor of Tas'heel company without obtaining Tas'heel's company prior written consent; and

(ii) any such cancellation, amendment or stop order issued by the Client for which Tas'heel prior written consent has not been obtained shall constitute an Event of Default under these General Terms and Conditions.

### 5. CLIENT OBLIGATIONS

5.1 In addition to any obligations specified elsewhere in these General Terms and Conditions, the confirmation letter and the Specific Terms & Conditions, the Client undertake to ensure that:

(a) Client Account allows ADR Payments. If the Client is uncertain, he (the Client) should check with his (the Client) financial institution before completing a ADR.

(b) There will be sufficient clear funds available in the Client Account on the date an ADR Payment is to be made. If there are insufficient clear funds available in the Client Account to meet a ADR Payment:

(i) Client may be charged (or the Client Account may be debited with) a fee to reimburse Tas'heel for charges that we have incurred for a ADR which is returned unpaid,

(ii) Client must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in his (the Client) Account immediately or within such other period as agreed to by Tas'heel company and

(iii) Client or his (the Client) Account may be charged a fee and/or profit by the Client financial institution; and

- (c) Client will not use the ADR system for any fraudulent or other illegal purpose or to interrupt or damage Tas'heel company services.
- (d) Client acknowledges and undertake that the funds and services provided by Tas'heel according to his (the Client) request, will not be used, operated, contributed or participate in buying or selling the cryptocurrency market. The Client also acknowledge that Tas'heel operates according to the rules and regulations in force in The Kingdom of Saudi Arabia, which prohibit circulation by buying or selling them whether the activity was in or out the Kingdome, and whether the transaction was directly or through an intermediary company or institution or other agencies which support and practice the cryptocurrency.
- (e) Client undertakes to not participation, contribution, entry into or use Tas'heel financing in supporting terrorism, money-laundering or finance the non-regulars agency to practice any activity, or unknown agencies or donating in other than what is stipulated in the executive regulations of Anti-money laundering law and the regulations and provisions in the Kingdom of Saudi Arabia.
- (f) If Tas'heel knows that the Client violates the terms and conditions in this document, the Client acknowledge Tas'heel right to immediately stop the financing and cancel the transaction and demand to recover all amounts including financing amount, administrative fee and Tas'heel dues, as well as Tas'heel right to access justice to demand for the compensation due under the regulation.

5.2 the Clients are not permitted to close his (the Client) Account without making alternative arrangements with Tas'heel and validly cancelling the ADR in accordance with the ADR Terms and Conditions.

5.3 Client is solely responsible for ensuring that all details and/or information provided by the Client to Tas'heel in relation to an ADR are true, accurate and not misleading. If the Account number that the Client have quoted is incorrect, he (the Client) may be charged a fee to reimburse Tas'heel costs in correcting any deductions from an account that the Client do not have authority to operate.

5.4 the Client undertakes to inform Tas'heel within two (2) business days should any details and/or information provided by the Client in relation to an ADR become false, incorrect or misleading.

5.5 To the extent permitted by law, the Client hereby indemnify Tas'heel company against all losses, damages and costs arising out of or in connection with the ADR, including but not limited to the presentation thereof or any funds collected pursuant to such ADR.

5.6 The payment mechanism as set out in these General Terms and Conditions is intended to supplement the Specific Terms & Conditions and is not intended to replace or supersede the Specific Terms & Conditions. If the Client do not make a payment of an ADR Payment due under any agreement between the Client and Tas'heel company on time, such non-payment shall be considered an Event of Default.

5.7 the Client acknowledge and agree that the Client is solely responsible for verifying any sums debited from his (the Client) Account.

## **6- NOTIFING**

The Client will notify Tas'heel when identify any illegal procedures related to the product or provided service, to lead Tas'heel to correct and treat this procedure to avoid repeating in Tas'heel's ' future policies and procedures.

## **7- PROMOTINAL OFFERS**

7.1 The Client acknowledges that he has read all the applicable terms and conditions of Tas'heel finance company(T&C), in addition to promotional offers regulations according to the publishing date.

7.2 The Client agrees and authorize Tas'heel the to publish his name/ photo of the Client (as required) on social media applications and the Client accounts without any objection from the Client about the leaflet, in consider a written consent from the Client.

7.3 The Client agrees to the terms and conditions of the promotional offer and he acknowledge that he is aware about the whole terms and conditions according to Tas'heel policies. Therefore, Tas'heel is not bound to fulfil its commitments except within its promotional offer as detailed below.

## 6. 8- EARLY PAYMENT

8.1 Based on Article 84 of the Executive Regulations of the Finance Companies Control System approved by the Saudi Central bank , and in accordance with the rules for assigning tasks to finance companies issued in December 2018, and the Finance Companies Control Law approved by the Royal Decree issued on August 31, 2012, and the executive regulations issued by the Saudi Central Bank , If the second party wishes to expedite the payment of the rest of the financing amount before the expiry of the contract term, it has the right to do so after paying compensation to the first party for the early payment, calculated on the basis of the diminishing balance, in addition to compensation for the expenses, fees, or charges that the first party pays to any third party because of this contract. Amounts for the remainder of the contract.

8.2 In case the Client conclude a "Murabaha contract" with Tas'heel and the contract was including one of the promotional offers, the Client acknowledge and agrees in case the Client choose the early payment of the contract within less than twelve (12) months from the date of entry into the contract, Tas'heel has the power to add the promotional offer value according to the described value in the finance contract to the full finance amount paying by the Client on the early payment.

## 9- PAYMENT MECHANISM

The Client can pay the due monthly payment and any due amounts for Tas'heel through any of the methods described below:

### 9.1. Through "SADAD"

By using Tas'heel code – 261 then adding the contract number, which is can be found through the SMS sent to the Client either welcoming messages or the reminding messages for paying and determination of the required fees, as can be sign into the website and to be found in the Client account.

### 9.2. Through transferring to the international bank account (IBAN)

That Client can pay by bank transferring through his individual international bank account under the account of / United Company for Financial Services – Banque Saudi Fransi.

9.3 In case the Client paid his due in full as a result of entering the finance program and signing a "Murrabaha" contract, the promissory note will be sent back to the Client or provide an official signed condolence letter that beneficial to discharge the Client which is related to the promissory note signed by the Client.

9.4 The condolence letter will be issued within one working day from the date of paying all the required fees and terminate the commitments and complete all Tas'heel requirements for account closing process.

## 10. SUGGESTIONS AND COMPLAINTS AND RE-CONNECTUONS REQUEST

10.1 Tas'heel Clients are on Tas'heel top priority and concern in United Company for Financial Services "Tas'heel", therefor, Tas'heel is trying to implement high quality services to provide the Client's needs which meets the instructions and regulations. This makes a must to Tas'heel to keep an intensive attention to any submissions, complaints and suggestions from the Clients.

If there is any suggestion, complaint or support request, please contact Tas'heel via the following:

Through Telephone Number	8003044434
E-mail	customerservice@Tas'heelfinance.com

Social media	Facebook, Instagram, Twitter (Tas'heelFinance)
Website / Client account	<a href="http://www.Tas'heelfinance.com">www.Tas'heelfinance.com</a>

Tas'heel would like to inform the Clients that the above detail methods are the current contacting way with Tas'heel, and the way to apply for loans finance, Tas'heel employees not authorized to contact with the new Clients and request for Clients financial information and get fees to open finance accounts in Tas'heel company.

Tas'heel will be happy to respond to the complaints, suggestions and re-connection request as soon as possible, the processes of solving the complains not to exceed more than ten (10) working days from the receiving date, and to ensure that for the Clients Tas'heel actions will be taken under full care and seriously, and Tas'heel will do its best to serve and have the Clients satisfaction.

10.2 When Tas'heel receives the Clients' complaints will take an action as:

- Notify the Client via guaranteed communication methods about receiving the complaints and informed the Client about any shortfalls (if any) within five (5) working days.
- Providing the Client with the complaints' number and contact information to follow up on the submitted complaints.
- Reply the Client with the results within a period does not exceed ten (10) working days from receiving the complete complaint.
- verifying the communication chain used with the Client and keep its records.

## 11. CHARGES

11.1 The Client agree that he shall be liable to pay all charges and/or fees levied in respect of the registration, confirmation, amendment, cancellation, presentation and/or re-presentation of an ADR or the collection of an ADR Payment.

6.2 The Client agree that any sums representing such charges and/or fees may be debited by Tas'heel company as part of Client ADR Payment.

6.3 The charges and/or fees referred to in clause 6.1 of these General Terms and Conditions shall be in addition to any late payment charges and overdue charges in accordance Tas'heel's schedule of fees and charges.

litigation fees will be borne by the Second Party in the event that the Second Party fails to pay as per the periods agreed upon in the signed contract.

## 12. GENERAL

7.1 All forms submitted to Tas'heel (including, but not limited to ADR forms) shall remain Tas'heel property.

7.2 To the extent permitted by law, Tas'heel may prevent the Client from using the ADR system immediately and without notice if the Client breach any of these General Terms and Conditions.

7.3 Tas'heel cannot guarantee uninterrupted access to the ADR SYSTEM and makes no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise.

7.4 The ADR Terms and Conditions and the Rules as specified by the SAMA shall be deemed to be incorporated into these General Terms and Conditions. All terms not defined in these General Terms and Conditions shall have the meanings given to them in the ADR Terms and Conditions and the Rules. In the event of any inconsistency between the Rules and these General Terms and Conditions, the Rules shall prevail.