

## **Terms And Conditions**

### **Introduction:**

The Benna platform is owned by the Benna Smart Information Technology Foundation, Commercial Registration No. 4030478279. It welcomes you and informs you that you will find below the terms and conditions regulating your use of the Benna platform and all legal effects resulting from your use of the Benna platform services. Any person's use of the Benna platform, whether a consumer, merchant, or otherwise, constitutes his approval and acceptance, with full legal capacity, of all articles, clauses, and provisions of this agreement, and it is a confirmation of your commitment to its regulations and to what is mentioned therein. We would like to point out to you that the Benna platform may be (a website, a mobile application, or an electronic platform), and this agreement is considered valid and effective once you approve it and begin registering on the Benna platform in accordance with Articles Five and Ten of the Saudi Electronic Transactions System.

### **Article One - Introduction and Definitions:**

The above introduction is considered an integral part of this agreement, and below you will find the meanings and definitions of the main terms used in this agreement:

1. (Benna Platform) This term refers to the Benna Smart Information Technology Establishment, and this definition includes all forms of the establishment, whether it is an electronic application or a website.
2. (Merchant or Supplier) This term refers to every merchant or supplier who registers on the Benna Platform to create his own page on the platform, whether he is a natural or legal person, and this definition includes all aspects of the page as long as he conducts his trade through the Benna Platform.
3. (Page) This term refers to the page used by the merchant on the Benna electronic platform to display his products.
4. (Consumer) This term refers to every consumer who purchases the product or service from the merchant, through the page of the electronic merchant he established through the Benna Platform.
5. (Agreement) This term refers to the rules, terms and conditions for using the Benna electronic platform, i.e. all the terms and conditions of this agreement, which govern and regulate the relationship between the parties to this agreement.
6. (Service Provider) This term refers to the services that the Benna platform provides to merchants through other parties or a third party. Providing services means merely providing the connection between the merchant and the service provider, as the Benna platform has no relation to the agreement concluded between the merchant and the service provider.

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### **Article Two - Legal Capacity of the Merchant:**

1. The merchant or supplier acknowledges that he has legal capacity recognized by Sharia and law, and that his age is not less than eighteen years, as considered in the laws and regulations in force in the Kingdom of Saudi Arabia, and that he has sufficient knowledge to create, establish and manage his electronic page via the Benna platform.
2. The merchant acknowledges that he has sound capacity and that he is not afflicted with any disability of capacity.
3. In the event that the merchant registers as an institution or company, or any other legal form, this institution or company or legal form registered through it must have the legal, regulatory and legitimate capacity necessary to conduct commercial activities via the Benna electronic platform.
4. The merchant agrees that in the event of his violation of this article "Legal Capacity of the Merchant", he shall bear the consequences of this violation before consumers, users or others, as the Benna platform has no relation to the merchant's dealings with the consumer or others from a legal, regulatory and legitimate perspective. In this case, the Benna platform has the right to hold the merchant accountable under the provisions of contractual liability and to demand compensation for the damages that may arise as a result of this violation. Such damages include damages to the reputation of the Benna platform before other merchants, consumers, users or others.

### **Article Three - The nature of the commitment of the Benna platform:**

1. The mission of the Benna platform is merely to provide electronic support tools, by establishing the merchant or supplier page and displaying products to users, as the commitment of the Benna platform under this agreement is only to establish the page for the merchant and display products to users on the electronic Benna platform.
2. The Benna platform provides other services to the merchant or supplier such as marketing support services or guidance and advice services, as well as providing him with electronic payment gateways via the Internet (Visa - Mada - MasterCard - Sadad), and all services of the Benna platform are subject to the articles, terms and provisions of this User Agreement.
3. The Benna platform is not obligated to complete the sale of products or services between the consumer and the merchant, as its obligation ends with providing product display services on the electronic platform and this does not harm other services that the Benna platform continues to provide such as guidance and advice services, technical support, marketing and payment methods.
4. All transactions that take place between the merchant and the consumer have nothing to do with the person of the Benna platform, and the Benna platform is not

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responsible for them, as this transaction is an independent contractual relationship subject to the agreement concluded between the merchant and the consumer. Accordingly, if the consumer fails to pay the price of the service or product provided by the merchant, the Benna platform has nothing to do with these violations.

5. All transactions between the merchant and service providers (third-party services) that the Benna platform provides a link to their services or offers their services for the benefit of the merchant and the consumer have nothing to do with the Benna platform, as this transaction is a contractual relationship independent of the Benna platform and subject to the agreement concluded between the merchant and the service provider. Accordingly, if one of the parties fails, refrains, or does not abide by the implementation of its agreed-upon obligations or does not implement them in the required manner, the Benna platform is not responsible for what results from these actions. The Benna platform is not responsible for any violations that occur or are committed between the merchant and the service provider.
6. The Benna platform is merely a platform that connects the merchant and the consumer, and its relationship ends at this point.

### **Article Four - Controls for displaying products on the Benna platform:**

1. Any person who has the legal capacity recognized by the system and Sharia may display products on the Benna platform in accordance with the rules and provisions of the User Agreement, and in particular "Article One - Legal Capacity of the Merchant".
2. The displayed products must be in accordance with the Benna platform usage agreement and not in violation of the regulations and laws in the Kingdom of Saudi Arabia, and the merchant is obligated to clarify the nature of the services or products he provides or sells, and the Benna platform disclaims its responsibility for the merchant's violation of the provisions of the Saudi system in the Kingdom of Saudi Arabia and public morals, and the Benna platform always retains the right to refuse to register any merchant or supplier who does not comply with the laws and regulations in force in the Kingdom of Saudi Arabia or the provisions of this agreement, and accordingly, the merchant or supplier acknowledges under the provisions of the agreement that his products do not violate the public order in the Kingdom of Saudi Arabia or Islamic morals.
3. The products displayed on the Benna platform must not violate the rules and provisions of this User Agreement, and the merchant acknowledges that the displayed products do not violate this agreement and do not violate the regulations and laws in force in the Kingdom of Saudi Arabia.
4. No person has the right to use the Benna platform if his membership in the Benna platform has been cancelled or pursuant to judicial orders or rulings.
5. In the event that any user registers as an institution, company, charitable organisation or legal entity, the institution, company or registered entity shall be

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bound by all the rules and provisions mentioned in the Benna platform user agreement.

6. All stores and merchants must comply with all applicable laws regulating online commerce, as well as the Cybercrime Law, the Ministry of Commerce and Investment regulations, the Electronic Transactions Law and the Electronic Commerce Law.
7. The merchant acknowledges that before registering on the Benna electronic platform, he has verified the availability of all procedures and requirements required by the official authorities in the Kingdom of Saudi Arabia and has fulfilled all these procedures and requirements to practise his activity on the platform.
8. All stores wishing to register on the Benna platform and practice e-commerce activity must issue: a commercial register or a freelance work document or register on the Maroof platform.
9. In the event that the merchant or supplier applying to join and display his products is an individual merchant (a natural person), he is also obligated to verify the requirements required by the official authorities and provide them according to the nature of the individual merchant's activity, as the individual merchant acknowledges that he is committed to these requirements and is committed to providing and preparing them, and the individual merchant is also obligated to provide his national identity number and other necessary information and documents requested by the Benna platform..
10. In the event that the merchant applying to display the products represents a commercial establishment, company, charitable organisation or legal entity, the Benna platform must be provided with all information and supporting documents, such as the commercial register and any other documents for the merchant requested by the Benna platform to register and prove the legal personality of the supplier.
11. The merchant must adhere to the registration obligations specified in "Article Five - Accounts and Registration Obligations", and all the rules and provisions of the User Agreement.

### **Article Five - Accounts and Registration Obligations:**

Upon applying to join the Benna Platform, you will be required to disclose specific information and choose a username and a secret password to use when accessing the Benna Platform services. After activating your account, you will become a user of the Benna Platform services, and thus you have agreed to:

1. Be responsible for maintaining the confidentiality of your account information and password, and you agree to notify the Benna Platform immediately of any



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unauthorised use of your account information with the Benna Platform or any other breach of your confidential information.

2. The Benna Platform will not be liable in any way for any loss that may be incurred by you directly or indirectly, morally or materially, as a result of disclosing your username or password information or in the event of misuse of the merchant's page.
3. You are committed to using your electronic page yourself, as you are fully responsible for it, and if someone else uses it, this means that you have authorised him to use your electronic account in your name and on your behalf unless the merchant informs the Benna Management otherwise.
4. When using the Benna platform, you undertake to use it with all seriousness and honesty, and to abide by the rules and provisions of the User Agreement and to abide by the regulatory and legal controls in force in the Kingdom of Saudi Arabia. You are obligated to compensate the Benna platform for any direct or indirect losses that may be incurred by the Benna platform as a result of any illegal, unreal or unauthorised use of your account by you or by any other person who obtained the keys to access your account on the platform, whether to complete services using the username and password or as a result of your negligence in maintaining the confidentiality of the username and password, whether with or without authorization from you.
5. You undertake to disclose true, correct, updated, complete and legal information about yourself as required during registration with the Benna platform and you undertake to update your data in the event of a change in reality or if necessary.
6. You shall not include in your username any of your contact details such as email addresses, phone numbers or any personal details, or any phrase indicating a personal or commercial relationship between you and the Benna platform or its members or owners.
7. Do not include anything on your page that indicates any direct or indirect relationship between the merchant and the Benna platform, its management, owners or affiliates, as the Benna platform has nothing to do with what you do on your page and is not responsible for the products displayed.
8. The Benna platform is committed to dealing with your personal information and contact addresses confidentially in accordance with the provisions of the privacy policy and confidentiality of information in effect at the Benna platform.
9. You will be obligated to maintain and update the registration data at all times to keep it true, correct, current, complete and legal, and if you disclose information that is false, incorrect, not current, incomplete, illegal or in violation of what is stated in the User Agreement, the Benna platform has the right to suspend, freeze or cancel your account on the platform, without prejudice to the rights of the other Benna platform and its legitimate means of recovering its rights and protecting the rest of the users.

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10. The Benna platform has the right at any time to conduct any investigations it deems necessary, whether directly or through a third party, and to request you to disclose any additional information or documents, regardless of their size, to prove your identity or ownership of your funds or your account.
11. In the event of non-compliance with any of the above, the management of the Benna platform has the right to suspend or cancel your account or block you from accessing the services of the Benna platform again. It also reserves the right to cancel any unconfirmed and unverified accounts or transactions or accounts that have been inactive for a long period.

### **Article Six - Electronic Communications and Official Means of Communication:**

1. The merchant or supplier on the Benna platform agrees to be contacted via email, or by the Benna platform management broadcasting general messages to all users or to specific users when accessing their accounts within the Benna platform. The merchant on the Benna platform also agrees that all agreements, advertisements, data and other communications provided electronically are equivalent to their written counterparts, and are an independent argument in meeting legal requirements.
2. During the period of displaying products on the platform, the Benna platform will send promotional emails to inform you of any new changes, procedures or promotional activities that may be added to the Benna platform.

### **Article Seven - Amendments to the User Agreement and Fees:**

1. You acknowledge and agree that the Benna Platform will notify you of any amendment to this agreement, and accordingly your obligations will be doubled or your rights will be diminished in accordance with any amendments that may be made to this User Agreement.
2. You agree that the Benna Platform has the full authority and without bearing legal responsibility to make any basic or secondary amendments to this agreement, and users will be notified of this amendment by any technical means provided, and this may be by e-mail or by broadcasting a general message to all users.
3. In the event of an objection to any amendment to the User Agreement, this may be an obstacle to accessing the merchant account, as in order to benefit from the services of the Benna Platform, this agreement and any amendments thereto must be approved, and therefore in the event of non-acceptance of the amendment, the Benna Platform hopes that you will stop using its services, as your mere access to your account on the Benna Platform or your use of the Benna Platform constitutes your acceptance of the amendments and full and complete consent that negates ignorance, and the Benna Platform is happy to answer your inquiries regarding this agreement and receive any suggestions that the merchant sees.

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4. All fees are calculated in Saudi Riyals, and the merchant must pay all fees due on the platform in addition to any other expenses added by the Benna platform, provided that payment is made through the approved, specified and available means through the Benna platform.
5. Not all Benna platform packages and offers are free for merchants or suppliers, as some of these packages and offers are subject to varying fees.
6. The Benna platform may impose fees on merchants or suppliers, depending on the selected offers.
7. Benna platform reserves the right to add, increase, reduce or deduct any fees or expenses under the rules and provisions of the User Agreement, for any of the users, regardless of the reason for their registration.

### **Article Eight - Payment and settlement services for merchants on the Benna platform:**

1. The Benna platform provides, through its partners, the payment and settlement system on the Benna platform, which can be done entirely online through the payment options available on the Benna platform or through any payment method provided by the Benna platform from time to time.
2. Providing the Benna platform for online payment service through the platform is for the purpose of facilitating and preserving the rights of merchants and suppliers.
3. The merchant or supplier is obligated to determine the price of the service or goods that he displays on the platform according to the recognized market value, and the Benna platform has no relation in any way to the misestimation of the cost of products or services displayed in stores on the Benna platform, as estimating them in the commercially recognized manner is an obligation incumbent upon the merchant, and the Benna platform has no relation if the merchant or supplier does not adjust his prices from an increase in prices and does not update them on the platform and the consumer purchases at the price before the increase, the merchant or supplier is obligated to provide the materials required by the consumer at the displayed price, and the burden of adjusting prices falls on the merchant or supplier and he bears the consequences of that.
4. The merchant is obligated to provide invoices, receipts and receipts for all amounts and profits that arise on his page, and is obligated to indicate in all these invoices the type of goods or service, their quantities, descriptions and value, and accordingly the merchant is obligated to provide the required accounting specifications on the electronic page, In application of the provisions of this agreement, and because this organisation has legal, economic and commercial interests for merchants, and in the event that the merchant violates the provisions of this clause, he shall be held responsible for any damages that may arise as a result of this violation.

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5. Benna platform has the right to prevent the completion of any payment procedures that violate the rules and provisions of the User Agreement or cancel any purchase or sale order due to a technical or technical error in the platform that led to a difference in the prices displayed on the platform from the market value of the product, including a loss for Benna platform, and Benna platform shall not bear responsibility for those amounts.
6. Benna platform management has the right to cancel, modify or change any of the payment methods that it has made available on the Benna platform.

### **Article Nine - Your Personal Information and Transaction Details Information:**

1. You have no objection to granting the Benna Platform an unlimited, global, permanent, irrevocable, free of charge, and licensed right to use personal or other information or materials that you have provided or supplied to the platform or announced on the platform by joining it or establishing a product display page, through the forms designated for communication and registration, or via any electronic message or any of the communication channels available on the platform. This is in order to achieve any of the interests that the platform deems appropriate.
2. You are solely responsible for the information you have sent or published, and the role of the Benna Platform is limited to allowing you to display this information through the Benna Platform and through its advertising channels.
3. The confidentiality of suppliers and merchants' information is subject to the rules of the "Privacy and Information Confidentiality Policy" of the Benna Platform.

### **Article 10 - The merchant pledges to abide by the laws and regulations in the Kingdom of Saudi Arabia:**

1. The merchant pledges to abide by all laws and regulations in force in the Kingdom of Saudi Arabia regarding his products or/and during his use of the Benna platform, as well as the applicable laws, terms and conditions regulating the use of the Internet space, the User Agreement, the Privacy Policy and the Confidentiality of Information in force at the Benna platform.
2. In the event that any merchant violates what is stated in Article 10, he acknowledges the right of the Benna platform to take any of the following measures, which are, but are not limited to: warning, stopping the service and closing the page, returning any amounts pending in electronic payments to consumers.

### **Article Eleven - Rights:**

1. All content on the Benna platform, whether electronic or otherwise, written or unwritten, including but not limited to: written and unwritten texts - graphic designs - technical ideas - logos - offers - button icons - symbols - audio clips - collected data and electronic programs, are the property of the Benna platform and their rights are



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reserved to the Benna platform, and no one has the right to use them in any way, whether directly or indirectly or through a third party.

2. The management of the Benna platform notes that it will take the necessary measures regarding the infringement and violation of any of the rights of the Benna platform or its intellectual property.
3. The Benna platform does not bear responsibility in the event of infringement of the intellectual property rights owned by merchants registered on the platform.

### **Article Twelve - Intellectual Property:**

1. The management of the Benna Platform respects the intellectual property rights of merchants that they have created through their pages.
2. The merchant respects the intellectual property rights of the Benna Platform, which includes the Benna Platform itself, and the words, logos and other symbols of the Benna Platform or displayed on the Benna Platform, as the Benna Platform, and every right that follows the Benna Platform, are rights protected by intellectual property rights and trademark laws and are the exclusive property of the Benna Platform and it is not permissible in any way to infringe upon them or use them without authorization from the management of the Benna Platform.

### **Article Thirteen - Consumer:**

1. When completing the purchase process, the consumer provides the Benna platform with the following information, including but not limited to: name - email - phone - address.
2. The Benna platform's technical systems retain consumer data in order to facilitate their access to the platform and complete the purchase processes they desire.
3. In order to ensure that the Benna platform protects the rights of consumers, although the consumer is not a party to this agreement, and to achieve one of the most important goals of the Benna platform by providing a high-quality service to all, and in order to ensure that consumers receive all their purchases properly, the Benna platform clarifies the following to the merchant:
4. In the event that the consumer purchases goods using one of the payment methods available on the Benna platform, and does not receive his goods or receives goods that differ from the specifications stated on the merchant's page, then the consumer has the right to inform the Benna platform, and the Benna platform has the right to take what it deems appropriate against the merchant who violated the rules of this agreement, in accordance with the rules of this agreement. However, the Benna platform is not legally or religiously responsible for this breach by the merchant towards the consumer, as it is not a party to the relationship between the consumer and the merchant, but it does so for reasons of improving the quality of the Benna

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platform and the merchants present on the platform.

5. The consumer may review his purchases before receiving them to ensure that they are sound and consistent with what was purchased, as the Benna platform is not responsible for the relationship between the consumer and the merchant.
6. The Benna platform is not obligated in any way according to this article and this clause to take a response to the consumer's complaint, but rather the platform's response to the consumer's complaint is subject to the desire of the Benna platform and according to what the platform deems appropriate, in accordance with the rules of this agreement. And in order to preserve its commercial and economic interests and reputation, in any case, the Benna platform may take some measures against the merchant who deliberately deceives, misleads or cheats the consumer, such as: freezing his account or drawing the merchant's attention not to repeat this matter or obligating the merchant to compensate the consumer, based on the desire of the Benna platform to preserve and protect the rights of all users and those registered with it.

### **Article Fourteen - Responsibility of the Benna Platform:**

1. Benna Platform is not responsible in any way for any unsatisfactory or late performance by the merchant, shipping companies, electronic payment gateways, banks, or consumers' failure to pay, nor for any losses, malfunctions or delays, due to unavailable goods or late delivery or poor quality of service provided by the merchant.
2. Benna Platform does not bear any claims arising from errors or negligence, whether directly or indirectly, incidentally or through a third party.
3. Benna Platform does not bear any claims or liabilities arising as a result of financial losses, defamation, slander or any damages arising as a result of misuse, abuse or inability to use the Benna Platform. The Benna Platform does not bear any responsibilities or claims in such cases.
4. Benna Platform, its officials, employees or owners are not responsible for any claim, dispute, costs, damages or any liability or any direct or indirect loss to any party arising from an act carried out by a user of the platform.
5. The Benna Platform, its affiliates, owners, and those who represent it and represent them have no relation to any responsibility regarding a sound, legitimate, and authorised product according to the laws and regulations of the Kingdom of Saudi Arabia that is used for illegal and irregular purposes. No person or entity has the right to refer to the Benna Platform with any lawsuit, claim, or compensation regarding the aforementioned misuse, as all products or services provided on the Benna Platform are provided by merchants and their stores.

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6. The Benna Platform, its affiliates, owners, and those who represent it and represent them have no relation to any illegal or irregular activity carried out by the merchant, or any activity that violates the regulations and instructions in force in the Kingdom of Saudi Arabia, as the responsibility of the Benna Platform is limited only to providing and offering electronic support tools represented in establishing the display of products on the Benna Platform and the electronic support services that follow.
7. The management of the Benna Platform informs all merchants that if it notices any suspicious activities that are being planned to be committed or are being committed or have taken place on the Benna Platform, it will proceed to report these activities to the competent authorities. It is not responsible in any way for these violations that occur without the knowledge or notice of the Benna platform.

### **Article Fifteen - Confidentiality of Information:**

1. Benna Platform informs you that the Internet is not a secure medium, and the confidentiality of personal information cannot be 100% guaranteed.
2. Benna Platform adopts high-quality (tangible, organisational and technical) standards to protect users and consumers and prevent unauthorised access to users' personal information or their stores, and to save them.
3. Benna Platform has no control over the actions of any third party, or others, such as other web pages linked through links to the platform or third parties claiming to represent you and others.
4. You know and agree that Benna Platform may use your information that you have provided to it, for the purpose of providing services to you on Benna Platform, and to send marketing messages to you, and that the privacy policy on Benna Platform regulates the collection, processing, use and transfer of your personal identity information, and the rules of information confidentiality are subject to the "Privacy and Information Confidentiality Policy - <https://benna.com.sa/site/privacy/>" of Benna Platform.

### **Article Sixteen - Fees Policy:**

1. A transfer fee of 8.05 riyals tax inclusive will be charged to your bank account, in addition to any other fees imposed in order to achieve this.
2. A service fee of 25 riyals tax inclusive, will be charged if the invoice is less than 2500 riyals, if it's more than 2500 riyal fees will be charged 1% of the invoice for SADAD payment method, in addition to the transfer fees in the previous item.
3. A service fee of 1.50% tax inclusive will be charged for MADA, in addition to the transfer fees in the previous item.

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4. A service fee of 2.75% tax inclusive will be charged for MasterCard and Visa, in addition to the transfer fees in the previous item.

### **Article Seventeen - Cancellation of the account or merchant page:**

1. The Benna platform, according to the User Agreement and according to the laws and regulations in force in the Kingdom of Saudi Arabia, may resort to temporarily or permanently suspending the merchant page or withdrawing and cancelling the merchant account or limiting the merchants' ability to access the services of the Benna platform, in the event of:
2. Violation of the rules and provisions of the User Agreement.
3. If the Benna platform is unable to document any of the user information provided to it.
4. If the Benna platform decides that the user's activities are in violation of the law or that the user's activities may cause trouble or legal violations to other users or the Benna platform.
5. The Benna Platform may resort, "according to its assessment", to reinstate the activity of suspended users, as the user whose activity has been permanently suspended or whose account has been cancelled, may not be able to register or recover his account on the Benna Platform or use the platform in any way, regardless of the circumstances, until he is allowed to reinstate his activity on the Benna Platform by the Benna Platform management.

However, if the user violates this User Agreement, the Benna Platform reserves the right to recover or claim any amounts due to the Benna Platform from the user and any losses or damages caused by the merchant to the Benna Platform.

The Benna Platform also has the right to take legal action or resort to the judicial authorities in the Kingdom of Saudi Arabia against the user as the Benna Platform deems appropriate.

The Benna Platform does not waive its right to take appropriate action regarding any violation of the rules and provisions of the User Agreement and other similar acts of violation, and the Benna Platform is not obligated to take any action against any violation of the User Agreement, but this matter is subject to the discretion of the Benna Platform management and its legal administration.

### **Article Eighteen - Request to close the account:**

The merchant has the right to submit a request to close his account registered in the database of the Benna platform, and when submitting the request, he must provide some documents, including but not limited to:



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1. The closure request is signed by the legal representative of the account and certified by the official authorities.
2. The Benna platform reserves the right to accept or reject the closure request, and to claim any rights or financial dues owed by the merchant.

### **Article Nineteen - Payment, Selling and Purchasing Operations:**

1. The merchant is committed to displaying his products in a good manner, in a way that preserves the consumer and does not create a dispute between him and the consumer.
2. The merchant is committed to managing the payment, selling and purchasing operations that are carried out through the payment methods stipulated in this agreement.
3. The Benna platform has the right to reject or cancel purchases, whether payment has been made or not, and the Benna platform will notify the user within five days by any of the communication methods available to the Benna platform.
4. The Benna platform notes that it has nothing to do with any dispute that may arise between the consumer and the merchant, and the Benna platform has nothing to do with any negligence that occurs from the consumer towards the merchant, whether by defaulting on payment or otherwise.
5. The merchant agrees and acknowledges that he will not make unreal or manipulative purchases on the Benna platform, and will not use a false name or any false personal information, or use a credit card that does not belong to him without authorization to purchase, as the Benna platform has the right to take appropriate legal action against anyone who carries out fraudulent operations of this type.
6. All merchants and suppliers acknowledge with full knowledge and without ignorance that the management of the Benna platform in transferring funds for their commercial activities within the Benna platform is subject to the authority and powers of the Saudi Arabian Monetary Agency, and as a result, the Benna platform notifies all stores and merchants that it may be delayed in transferring some funds due to the restrictions of the Saudi Arabian Monetary Agency, the Ministry of Commerce and Investment, and the e-commerce regulations imposed on electronic buying and selling operations.
7. The Benna platform reserves the right to impose any fees on merchants or suppliers as a result of their operations within the Benna platform, and the fees may be, for example, but not limited to: government fees, bank fees, administrative fees, or any other fees that the Benna platform is required to pay as a result of the activity of the merchant or supplier.

**Article Twenty - Unauthorised Content and Products:**

As a merchant on the Benna platform, you are obligated not to allow the advertisement or publication on your page or account of any content that violates the privacy policy and confidentiality of information or violates the rules and provisions of this User Agreement.

**Article Twenty-One - Saudi Cybercrime Law:**

Merchants are obligated not to violate any of the provisions of the Saudi Cybercrime Law, and in the event of their violation of the provisions of the Saudi Cybercrime Law, this is subject to their sole responsibility and their management, and there is no responsibility on the Benna platform as a result of the merchant's violation of the applicable regulations, as the merchant is fully responsible for the products offered and for his dealings with consumers, and the Benna platform always has the right to take what it deems appropriate against any merchant who violates the provisions of the Saudi Cybercrime Law, whether by notifying the official authorities or simply closing the electronic account.

**Article Twenty-Two - Restricting Access or Membership:**

The Benna Platform may suspend or cancel the merchant's account or restrict the merchant's access to the platform's services at any time, without notice, for any reason, and without limitation.

**Article Twenty-Three - Warranty:**

The Benna platform does not guarantee the repair of faults, nor does it guarantee that the products offered by merchants are free of any other defects. Rather, the merchant guarantees them in the event that the warranty and its duration are mentioned in the product description. The merchant must adhere to the good quality of the products offered on the electronic platform.

**Article Twenty-Four - The Merchant's Responsibility:**

The Merchant agrees to bear responsibility and protect the Benna Platform, its members, owners or affiliates from any damage that may befall the Benna Platform as a result of the Merchant's violations. He is also committed to removing any damage or preventing any damage that may befall the Benna Platform, its members or any of them as a result of claims, losses, malfunctions, costs, expenses or fees resulting from the Merchant's misuse or the User's misuse, which resulted in a breach of the User Agreement or the applicable laws and regulations in the Kingdom of Saudi Arabia or an infringement on the rights of a merchant or third parties or a complaint from a user or third parties.

**Article Twenty-Five - Relationship and Notices between the Benna Platform and Merchants:**

None of the rules and provisions of this User Agreement include any reference to the existence of a partnership between any merchant and the Benna Platform, and the Benna Platform does not allow any merchant in any way to directly or indirectly indicate or dictate the existence of a relationship of any kind, whether direct or indirect, between him as a merchant and the Benna Platform or its management, and that any notices that the merchant wishes to send to the Benna Platform, he must send them via e-mail and the Benna Platform will respond to the email. You, as a merchant, agree that any notices sent to you from the Benna Platform will be delivered to you via the email that you provided to the Benna Platform during the registration process.

**Article Twenty-Six - Transfer of Rights and Obligations:**

You, as a merchant, do not have the right to object to the actions of the Benna Platform management towards the Benna Platform, whether these actions are, for example, not limited to: affecting the entity of the Benna Platform, its obligations, ownership, or responsibilities, or technical actions or administrative actions related to the Benna Platform, and the Benna Platform is not obligated to inform you, and the Benna Platform, if it deems it important to inform you of any of these actions, may inform you according to its sole will, according to the rules and provisions of the User Agreement.

**Article Twenty-Seven - Applicable Law and Legislation:**

This User Agreement is governed and formulated in accordance with the laws, regulations and legislation in force and in effect in the Kingdom of Saudi Arabia, and is fully and completely subject to the legislation in force with the authorities in the Kingdom of Saudi Arabia.

**Article Twenty-Eight - Rules that the merchant must follow when dealing with the consumer:**

1. The merchant is obligated, when dealing with the consumer, to adhere to honesty, integrity and integrity.
2. The merchant is obligated, when dealing with the consumer, to adhere to good morals.

**Article Twenty-Nine - Paper and electronic promotional publications and offers for the Benna platform:**

1. The rules and provisions of this User Agreement apply to all paper and electronic promotional publications across various publishing platforms and across various

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social media.

2. The aforementioned publications and prints are a promotional tool for the Benna platform.
3. The publications are subject to change and are not binding on the Benna platform with regard to the fees imposed and the change in prices is subject to the variables that occur on the Benna platform or the merchant.
4. Any offers placed by the Benna platform are temporary offers and are determined by a specific period of time, and the Benna platform is not obligated to extend the period of time or to continue within the specified period of time as it has the right to suffice or determine the eligibility of any user for this offer or cancel this offer at any time.

### **Article Thirty - Third Party Services:**

1. Under the rules and provisions of this User Agreement, the Benna platform may provide some strategic or logistical services through a third party or third parties, and these services may be, for example, but not limited to: shipping companies services and delivery of products and goods.
2. The Benna platform informs you that its provision of strategic or logistical services is only a facilitation and cooperation from it and to assist users of the Benna platform.
3. The Benna platform informs you that it is not responsible, directly or indirectly, for any actions issued by any third party and that what it does is merely a link between the user and the service provider (the third party).
4. The Benna platform informs you that requesting this service is not mandatory, but rather this matter is due to the desire and need of the user, and when the merchant uses the services of the third party available on the Benna platform, the Benna platform disclaims its responsibility for this relationship and this relationship has its own independent provisions that take place between the merchant and the third party.
5. Some strategic and logistics service providers set their own requirements or costs, and the Benna platform has no authority over these requirements or costs. Therefore, the Benna platform advises registered traders to review the terms and conditions of the service provider (third party) and the costs of its services before confirming the service request.
6. In the event that the user submits a request for a service provided by (a third party), the user by this action authorises the Benna platform and grants it permission to provide the service provider (third party) with the user's personal data that he requests, and other data that the service provider (third party) needs, and this shall be in accordance with the rules and provisions of the privacy policy and



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confidentiality of information in effect at the Benna platform.

7. Some services provided by (third parties) on the Benna platform are used by the merchant through policies issued by agreement between the service provider and the Benna platform, so their use is through the Benna platform and the Benna platform may deduct some costs from them in implementation of the agreement between the Benna platform and the service provider (third parties), and the Benna platform does not bear any responsibility resulting from the service provider's failure to provide its services. Some paid service providers set their own conditions or costs, and the Benna platform has no authority over these conditions, and your billing relationship will be direct with the party, so the Benna platform advises registered merchants to review the terms of the service provider (third party) and the costs of its services before confirming the service request.

### **Article Thirty-One - Technical Support:**

Under the rules and provisions of this User Agreement, the Benna platform provides some technical support services to merchants or suppliers, and they are, for example:

1. A free control panel for merchants, and the control panel includes free services.
2. The Benna platform allows stores the right to communicate with the technical support team of the Benna platform to help the merchant work through the platform and solve electronic technical issues that may arise for the merchant.

### **Article Thirty-Two - Dispute Resolution:**

In accordance with the rules and provisions of this User Agreement, in the event of a dispute, the dispute shall be resolved through conciliation, negotiations, or amicable settlement. If the dispute continues, it shall be resolved by the competent authorities in the Kingdom of Saudi Arabia.

### **Article Thirty-Three - Consumer Complaints Receiving Policy and Settling Disputes between Consumers and Merchants:**

Benna Platform expects that if there is a complaint against a consumer or a merchant, you follow the following steps:

1. Submit a complaint via the link designated for this purpose on the Benna Platform, provided that the complaint includes: the text of the complaint and supporting documents - the name of the violating merchant. Then the Benna Platform will refer the complaint to the merchant concerned for resolution.
2. If the merchant does not respond to the consumer within seven days, the consumer will be informed of this and provided with the legal identity of the merchant's electronic page if he wishes to file a complaint against him with the competent

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authorities.

3. The consumer has the right to take what he deems appropriate after reviewing the content of the merchant's response to the complaint, and if the consumer is not satisfied with the merchant's response, he has the right to request the merchant's data to take what he deems appropriate against the merchant or supplier.

### **Article Thirty-Four - General Provisions:**

1. In the event that any article or clause contained in this User Agreement is cancelled or that any article or clause contained in the User Agreement is no longer valid, such matter does not cancel the validity of the remaining articles, clauses, rules and provisions contained in the User Agreement and they shall remain in effect until further notice from the management of the Benna Platform.
2. This User Agreement - which is amended from time to time as appropriate - constitutes the mechanism of work, understanding, agreement and contract between the merchant and the Benna Platform only, and the merchant is obligated to abide by the provisions of this agreement, and the merchant agrees to take into account the following:
3. This User Agreement is applicable to all users of the Benna Platform and it regulates the relationship and is the contract between the merchant and the Benna Platform only, regardless of any regulatory form or legal, institutional, commercial or charitable entity taken by the merchant. As for the relationship between the merchant and the consumer, it is subject to an independent legal relationship and has its own controls in effect between them.
4. No one - except the management of the Benna platform - has the right to impose any materials, terms or provisions in the Benna platform's user agreement, and the Benna platform receives merchants' suggestions regarding this agreement.

If the user agreement is translated into any other language, whether on the Benna platform or otherwise, the Arabic text of the user agreement remains the original in all transactions. This user agreement shall not be cancelled or amended except by a decision issued by the management of the Benna platform