



## Terms of Service

Effective Date: 10 July 2024

### **TABIE COMPANY FOR SPECIAL SOFTWARE DESIGN AND PROGRAMMING LLC**

Users (hereinafter referred to as "Users") of the application "Tabie App" (hereinafter referred to as "Application") provided by TABIE COMPANY FOR SPECIAL SOFTWARE DESIGN AND PROGRAMMING LLC (hereinafter referred to as "Tabie") shall be deemed to have accepted this Agreement by downloading or using the Application.

#### **Article 1: Use of the Application**

1. The Users shall faithfully comply with this Terms of Service when using the Application. If the User is a minor, the Application shall be used with the prior consent of the guardian (legal representative).
2. The Users may download the Application free of charge and use it, but the cost of communication and internet service shall be borne by the Users.

#### **Article 2: Rights to the Application**

1. All copyrights, trademarks and other intellectual property rights relating to the Application belong to Tabie or to third parties licensed by Tabie.
2. The license to use the Application under this Terms of Service shall not mean the license to use the intellectual property rights of Tabie or any person who licenses Tabie with respect to the Application.

#### **Article 3: User Information**

1. Tabie shall appropriately handle the User's information (hereinafter referred to as "User Information") such as username, registered information such as e-mail address, terminal information, location information, and anonymous ID obtained through the Application. The User Information that can identify an individual (hereinafter referred to as "Personal Information") shall be managed and handled appropriately in accordance with the Privacy Policy of the Application.
2. When the Users use the Application, Personal Information entered in App Store, an application software download site operated by Apple Inc., will be managed by Apple Inc. Any doubts or disputes regarding such Personal Information shall be resolved between the Users and Apple Inc.

#### **Article 4: ID and Password Management**

1. The Users shall be responsible for properly managing and storing the ID and password for the Application.
2. The Users shall be responsible for damages caused by inadequate management of IDs or passwords, errors in use, use of third parties, etc., and Tabie shall not be liable for any damages.

## **Article 5: Other Services**

1. This application may include services or content provided by other companies and may be linked to services or content provided by other companies. Tabie shall not be responsible for these services or contents.

These services and contents may be subject to the terms of service and other conditions set forth by the provider of these services and contents.

## **Article 6: Prohibited Acts**

When the Users use or upload media on the Application, the Users shall not do or likely do any of the following:

1. Reverse engineering, decompiling, or disassembling all or part of the Application.
2. Transmission of harmful computer programs and writing to the Application.
3. Conduct that may interfere with the operation of Tabie's business relating to the Application.
4. Act that infringes upon the rights or interests of Tabie or any third party, including intellectual property rights such as copyrights and trademarks, and trade secrets.
5. Slander, infringe on privacy, or damage the reputation of third parties.
6. Acts contrary to public order and morality or the disclosure of obscene documents to others.
7. Conduct that prevents other Users from using the Application.
8. Violations of laws and regulations in accordance to the Laws of the State of Kuwait.
9. Pretending to be another Users or a third party.
10. Other acts that Tabie judges inappropriate.

## **Article 7: NON-WARRANTY AND INDEMNIFICATION**

1. Tabie may change the contents of the Application in whole or in part or suspend or terminate the provision of the Application without prior notice to the Users. In addition, the provision of the Application may be delayed for operational or technical reasons.
2. The Application may not be used properly due to the communication environment, the terminal environment of the Users, or other reasons.
3. Tabie shall make no warranty, express or implied, as to the safety, accuracy, usefulness, non-infringement, normal operation, or functionality, etc., of the Application and contents applied by the Application.
4. Tabie shall not be responsible or obligated to manage and store the posting data or the content provided.
5. Tabie shall not be liable for any damage to the Users caused by the use of the Application either physically or emotionally or for any of the matters listed in the preceding paragraphs. In the event a dispute arises between the Users and a third party in connection with the use of the Application, the Users shall assume responsibility for the resolution thereof, and Tabie shall not assume any responsibility whatsoever.
6. Tabie shall not be obliged to repair bugs or the like in the Application or to improve the Application. Provided, however, that updated version or version update information of the Application may be provided to the Users. In this case, such updated version or version update information shall be treated as the Application, and this Terms of Service shall apply naturally.

7. In the events of Application damages to the User's data for any external reason, Tabie shall not be responsible for it.
8. Tabie shall not be responsible between the sharing of content between the Users when using the Application.
9. Tabie shall not be responsible for any altercations that may arise between Users using the Application.
10. In case of any refunds or reimbursements, please refer to Tabie's Privacy Policy.

#### **Article 8: Other**

1. Tabie may amend the contents of this Terms of Service without prior notice to the Users. The amended Terms of Service shall become effective as of the time when they are posted on the Application.
2. If the Users are unable to agree to this Terms of Service after the amendment, the Application is expected to be deleted from the User's own mobile terminal, such as smart devices.
3. In the event that the Users use the Application after amendment to this Terms of Service becomes effective, such Users shall be deemed to have agreed to all the contents of this Terms of Service after such amendment.
4. Inquiries about the Application and other communications or notices from the Users to Tabie and from Tabie to the Users shall be made in the manner prescribed by Tabie.
5. In the event of any dispute between the Users and Tabie with regard to this Terms of Service or the Application, the parties hereto shall negotiate in good faith. In the event of any conflict or discrepancy between the English and Arabic versions, the English version will prevail. This Terms of Service will be governed and construed in accordance with the laws of The State of Kuwait, without regard to its conflict of law principles.
6. In the absence of specific coverage within this Terms of Service, all unaddressed aspects will automatically fall under the regulatory framework governed by the Communications and Information Technology Regulatory Authority (CITRA) and other applicable laws and regulations in The State of Kuwait.

#### **Contact Information for Inquiries Relating to Personal Information**

- TABIE COMPANY FOR SPECIAL SOFTWARE DESIGN AND PROGRAMMING LLC
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