## **Terms and Conditions Connect Services**

Last Updated: [July 2024]

Welcome! These are the general terms and conditions (the "T&C") governing your use of the App and by signing up for an account, You acknowledge your acceptance to the T&C hereof and our Privacy Policy: [Insert hyperlink], as they constitute a legally binding agreement between You and Connect.

The Company (hereinafter defined) is entitled to unilaterally amend any part of this T&C so as to better comply with the Applicable laws or better enhance its offerings. Your continuous use of this App after such amendments or changes, entails your strict acceptance thereto.

## **DEFINITIONS:**

"Арр"	means the mobile application of Connect as available for download through APP Store and Play Store and any other platform;
"Bank"	means Banque Misr and all of its respective branches;
"Cash Back"	means the amount of money refunded to Customers as a reward for making purchases from Connect Merchant using the Prepaid Card, whether online or in-store. This refund is calculated based on a percentage of the net purchase amount, excluding taxes, fees, shipping, gift wrapping;
"Customer(s)" or "You"	means the users who have signed up for an account on the Connect App in accordance with the T&C
"Discount(s)"	means the discounts provided by the Merchant to the Customers on different kinds of Products purchase whether online or in-store;
"Merchant"	means the Merchant who avails the Products and the Discount;
"Services"	means all the services which may be provided through the App including, but not limited to, the Prepaid Cards and the use of the App;
"Products"	means the products or/and the services provided by the Merchant.;
"Prepaid Cards"	means the Prepaid Cards issued by Connect in collaboration with MEEZA Co., VISA and MasterCard which are in turn administered and activated via the Smartphone App;
"Service Provider" or "Company" or "Connect" or "We"	means the company Connect;

# 1. Use of the App

- 1. You are not entitled to use this App except in strict compliance with the T&C in all events in a legitimate and legal manner, which includes compliance with the applicable laws, regulations, and conditions as may be applicable within the Arab Republic of Egypt from time to time.
- 2. All contents published hereto are either licensed to, or owned by, the Service Provider and are subject to legal protections.
- 3. By using this App, You acknowledge your implied acceptance to use this App strictly for personal, not commercial, purposes.
- 4. Unauthorized use or access is prohibited per se to acquire any sort of Discounts or Services allowed through the App. However, in the event of breaching these T&C your account shall be subject to immediate termination and all the legal measures required to preserve the Service Provider's right shall be taken.
- 5. The Service Provider shall not sell or interfere, by any means, in producing or manufacturing or preparing any of the presented Products on it, and what is performed by this App for the Customers is only providing the possibility to search and find the Discounts and the Merchant's offers subscribed in the App. The Merchant is the sole responsible of the compliance with the laws, regulations, standards and criteria Applied in the Arab Republic of Egypt, concerning, preparing, making, selling, marketing and safety of the Products.
- 6. The role of the Service Provider shall be limited to creating and managing the App for communication between the Merchant and the Customers. However, the Service Provider shall not bear any financial transaction liability between the Customer and the Merchant except concerning the settlement.

# 2. Scope of Services and Merchants Information:

- 1. All information contained in the App, is provided by the Merchants without any liability on the Service Provider. The information is subject to any amendment according to the Merchant's policy, also all the Products subject to the Discounts provided by any Merchant may not be available at all times or all areas, and this shall not be considered as a breach by any party to his obligation.
- 2. All the Merchants offering their Products on this App are contractors with the Company and this contracting relation may be terminated at any time, which entails the removal of any Discount that belongs to the Merchant.
- 3. The Company undertakes to exercise prudent man diligence in updating the recent data on the App, including the Merchant's Products subject of Discounts, to ensure the harmony between the offered Products on the App and in his stores. The provided data is similar to the "actual condition", and its change for external reasons shall not figure any liability on the Company.
- 4. The Customer shall carefully examine and read the terms and conditions related to each and every Discount voucher. Such terms will define further conditions including the number of permitted Discount redemptions for the same Product.

#### 3. Your Account

1. Visitors to the App are permitted to create user accounts or profiles. Upon registering for our Services, you are considered a "User" of the App. You represent all information you submit when

- creating an account and you promise to update and maintain the accuracy of this information at all times.
- 2. Each User is the sole authorized user of his or her or its account. Users are responsible for keeping their passwords and account access information confidential. Therefore, You should take measures to restrict access to your account and to any devices from which You access your account.
- 3. As a User, You are responsible for all activities that occur under your account, and You acknowledge that the Company is not responsible for unauthorized access to your account that results from theft or misAppropriation of your account or password. Users are prohibited from assigning or otherwise transferring their accounts and passwords to others. You must notify us immediately if You know of or suspect that an unauthorized use or other breach of security of your account or the App has occurred. The Company may not be held liable for any loss or damage that may arise from your failure to maintain the security of your account. You may delete your account at any time and for any reason by following the instructions on the App. We retain the right to suspend or terminate your account at any time and for any reason, as further detailed below.
- 4. In addition, by using the App and its services, You authorize the Bank and the Company to make inquiries to verify and authenticate your account information. This may include requesting additional information or documentation about account use, or confirming ownership of an address, e-mail, or mobile phone number through verification against third-party databases or other sources.
- 5. The Bank reserves the right to reject any subscription Application submitted by the Customer to obtain the Prepaid Card. The Bank has the right to refuse to implement any instructions, inquiries, transactions or operations received from the Customer while using the service. In such cases, the Customer will be notified and informed of the reasons, if possible.

## 4. Prepaid Cards

- 1. Upon the signature of the Customer on the form and after fulfilling the rest of the required conditions, also completing the procedures of the commencement of the Prepaid Card, following the verification of his identity, the Prepaid Card shall be consecutively activated by providing the Customer with his own Prepaid Card along with a pin mailer specific to the Customer and an SMS that is sent to the registered Customer's mobile number that contains the steps to activate the service with a link to download the App, the Customer has to carry over the entire registration process in case he wishes to change his Smartphone.
- The process begins with the initiation of a prepaid card account by the bank. The bank manages
  this account, and Customers deposit money into it, converting it into electronic money
  equivalent to the amount deposited in Egyptian Pounds. These deposits are considered
  on-demand and do not accrue any interest.
- 3. The Customer is mandated to preserve and keep his PIN number at all times under his personal liability and discretion, accordingly the Customer shall be severally liable for exposing any of the information or data related to him or to any of his accounts if that exposure/reveal is based upon his fault/negligence, disregard or dereliction keeping his PIN number without any liability imposed upon the Bank or Connect, the Customer is also obligated to read and comply with the warnings and disclaimers like security alerts or Hacking and Theft/Reverse Engineering Alerts, Social Engineering Alerts, that the Application shall be secured and shielded against Anti-Reverse

- Engineering Attempts, and that the Customer's phone shall not be hacked or Rooted or Jailbroken, and also to consider that the Customer's acceptance via the Smartphone App to any update or change in the T&C is considered/resembles a Legal Obligation.
- 4. The Customer promises to undertake the registration fees (the fees for initiating a Prepaid Card account), the annual fees, the depositing, withdrawal and transfer fees, the objection/complaint fees, and the fees for any additional services that the service or platform offers, which shall be determined by Connect as part of the banking services fees which the company unveils and announces every now and then, Connect reserves the right amend any fees from time to time according to its ultimate discretion, the announcement for such changes shall be carried out by the Appropriate ways that are seen as reachable to the Customer, the usage of the service by the Customer after the enforcement date for any of the amendments represents an acceptance by the Customer.
- 5. The Bank has the right at any point to terminate the agreement/service, the Customer also has the right to cease the service at any time, which shall become enforceable 15 days upon receiving the Service termination request, the Customer is obligated to withdraw and retrieve the real money that is equivalent to his e-credit vested in his Prepaid Card account, which in turn is done after the verification of the identity of the withdrawer accompanied with the signature of the Customer on the Service termination request at one of the Bank's branches, the Customer has no right to demand nor recourse to the Bank with any outstanding amounts/remaining dues and the Bank has no legal liability in this regard.
- 6. Upon changing any of the Customer's information or data, the Customer is obliged to notify the Bank and Connect with that change within 30 Days Maximum from the date the change took place.
- 7. The usage of Prepaid Cards by the Customer represents an explicit agreement on all the T&C.
- 8. In the event of a lost, stolen, or misplaced Prepaid Card, or If you wish to prevent future transactions on your Prepaid Card, You can disable your Prepaid Card using the "Lock Card" feature within the APP. Disabling your Prepaid Card will not prevent processing of pending transactions initiated before disabling it. If You find your Prepaid Card or wish to enable a disabled Prepaid Card, You must select the "Unlock Card" option within the APP. You are responsible for preventing unauthorized disabling and enabling activity on your device related to your Prepaid Card. Unauthorized activity may be deemed invalid at the Company's sole discretion. You may use the "Lock Card" feature in the APP to disable your Prepaid Card if You lose it or believe it has been stolen.
- 9. If it is determined that You are no longer eligible for your Prepaid Card, the Company will inform the Bank. Your Prepaid Card may be canceled at any time without notice, as detailed in the Applicable Prepaid Card Terms. In such cases, your funds will be returned to You unless they are subject to an investigation into suspected unlawful activity or if the Company is required by law to withhold your funds.
- 10. The Company makes no guarantees regarding the physical security of your Prepaid Card, and we are not responsible for any loss, theft, destruction, or unauthorized use of your Prepaid Card.
- 11. We will not be liable, for failure to complete transactions in the following circumstances: (a)

  Through no fault of ours, there are insufficient funds in your account to complete the
  transaction; (b) A merchant refuses to accept your Prepaid Card; (c) The information supplied by
  You is incorrect, incomplete, ambiguous or untimely; (d) An ATM where You are making a

withdrawal does not have enough cash; (e) An electronic terminal (Point of Sale or ATM) where You are making a transaction does not operate properly; (f) Access to funds in your Account have been blocked after you reported your Prepaid Card lost or stolen; (g) The transaction cannot be completed because your Prepaid Card is damaged; (h) There is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (i) We have reason to believe the requested transaction is unauthorized; (j) Circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent or delay the completion of the transaction, despite reasonable precautions that we have taken; or (k) Any other exception stated in our agreement with you.

## 5. Cash Back Offers

- 1. The Company offers its Customers the opportunity to earn Cash Back on purchases of the Products completed through the Prepaid Card.
- 2. Participation in this program and the opportunity to earn Cash Back are at the sole discretion of the Company and subject to compliance with these T&C.
- 3. Cash Back is earned on the net amount of your purchase, excluding taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, or extended warranties.
- 4. The Cash Back amounts may vary by store and Product category and may be subject to changes in the terms of the offer and/or the Applicable store page.

# 6. Liability

- The Customer shall carefully read all information, terms and conditions referred to in the APP in respect of any Discount, Product, Cash Back or any other service being provided on the APP, including the type of Service, Product or discount rate, Merchant's branch. No liability shall accrue on the Service Provider as a result of omission by the Customer to carefully read any of the aforementioned.
- 2. All Discounts shall include only the Product or Service mentioned in the e-voucher. The Customer wishing to purchase any additional item shall bear such additional cost without any liability on the Service Provider.
- 3. The Customer understands that part of the Services provided by the Service Provider are being provided by third parties over whom the Service Provider has no control. Accordingly, the Customer shall carefully read the terms and conditions of such third parties as to better understand his rights and obligations.
- 4. To the extent permissible under the Applicable laws, the Service Provider shall not be responsible for any Customer's misunderstanding resulting from ignoring the reading of the T&C or from amending or removing any Product offered by the Merchant, the Merchants themselves or any other reason that is not related to the Company.
- 5. The Service Provider shall not be obligated or responsible for any Product or Service provided by the Merchant that is unhealthy, that causes any harm, may be unacceptable for the Customers, or that does not meet the Customer's expectations in any mean.
- 6. The Customers are the sole responsible of confirming the veracity of their data and determining the desired Products and the App shall not have any obligation or responsibility regarding the wrong data.

- 7. In the event that the Customer wants to refund the Product's value that he had been delivered, this will be by virtue the Merchant and in accordance with his internal policy, and the Service Provider shall not bear any responsibility in the process of refunding that value except in case of paying off the Product or the Service value by the Customer via Connect Account, the refunding operation shall take place by the same instrument of payment of the Connect Account, the role of the Service Provider in this case shall be limited to the facilitation of the Service from a technical point of view only in accordance with the T&C of the APP from time to time,
- 8. The Service Provider or managers, officials, agents, employees or contractors of the Service Provider have no liability regarding any direct or indirect loss or damage, special or consequential (including but not limited to the damage caused by business loss or loss of profits), that arises from these T&C, or any failure or dispute of the use or inability to use this APP.

#### 7. Termination

We may suspend or terminate your access to the APP at any time and for any reason or no reason at all, with or without notice, at our sole discretion. This may result in deletion of information associated with your account. You may also terminate your account by deactivating it or by submitting a termination request and discontinuing your use of the Services. Your account may be deactivated if it experiences a prolonged period of inactivity. Your user content may also be deleted in the event your access is terminated. Where applicable, all rights and responsibilities of the parties under these Terms will survive the termination of this agreement, including, without limitation, intellectual property ownership, disclaimers, and limitations of liability.

# 8. Indemnity

You agree to indemnify, defend, and hold harmless Connect and its subsidiaries, officers, directors, shareholders, employees, contractors, agents, affiliates, partners, suppliers, and licensors, for all damages, loss, costs and expenses, including, but not limited to, costs and attorney's fees, from any claim or disputes by a third party arising out of Your use of the App, violation of these T&C, violation of Applicable law, or your posting, modifying, including the use of any of the comment space for insulting or slandering or posting any messages that would harm others, or otherwise transmitting user content through the APP or Services. We reserve the right, at Your expense, to assume exclusive control over the defense of any claim or dispute for which You must indemnify Us. You agree to cooperate fully with Us in defending such claims or disputes, and You agree not to settle any such claims or disputes without Our prior written consent. We will make a reasonable effort to provide You with notice of any such claim or dispute once we receive notice. THE FOREGOING PROVISIONS SHALL SURVIVE THE TERMINATION OF THESE T&C.

## 9. Disclaimers

1. THIS SECTION ONLY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE APP IS PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE CONTENT PROVIDED ON THE APP. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THIS INCLUDES, WITHOUT LIMITATION TO THE FOREGOING, NO WARRANTY THAT THE APP, ITS CONTENT, OR THE SERVICES WILL BE CONSTANTLY AVAILABLE OR AVAILABLE AT ALL, UNINTERRUPTED, USEFUL, TRUE, ACCURATE, NON-MISLEADING, TIMELY, RELIABLE, COMPLETE, ERROR-FREE, FREE OF OMISSIONS, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, LEGAL, OR SAFE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE APP OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

- 2. YOUR USE OF THIS APP AND THE SERVICES IS AT YOUR SOLE RISK AND WE ASSUME NO RESPONSIBILITY FOR HARM TO YOUR MOBILE PHONE OR COMPUTER SYSTEM, LOSS OF DATA, THE DELETION OF INFORMATION YOU TRANSMIT ON THE APP, OR THE DELETION OR FAILURE TO STORE OR TRANSMIT USER CONTENT OR PERSONALIZATION SETTINGS THAT MAY RESULT FROM YOUR ACCESS TO OR USE OF THE APP AND SERVICES. YOU HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT MAY CAUSE DAMAGE TO YOUR DEVICE OR INTERNET ACCESS.
- 3. THIS APP AND ITS CONTENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NOTHING ON THIS APP CONSTITUTES, IS MEANT TO CONSTITUTE, OR MAY BE USED AS ADVICE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL, FINANCIAL (INCLUDING TRADING OR INVESTMENT PURPOSES), OR MEDICAL ADVICE. WE ENCOURAGE YOU TO CONSULT THE APPROPRIATE PROFESSIONAL SHOULD YOU REQUIRE LEGAL, FINANCIAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE.
- 4. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE APP, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.
- 5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

## 10. Communicating with the Service Provider:

All comments, inquiries and requests related to the APP and Prepaid Cards, or the privacy policy shall be welcomed, You may contact the Service Provider by the following means:

Call us on our Hotline 16629 to reach our customer support.

# 11. Trademarks and Copyrights

All intellectual property rights, registered by the App, and all content information and designs contained on the APP are considered to be the Service Provider's property including but not limited to, texts, graphics, programs, images, video, music and sound, their selection and formatting, as well as all types of software, source codes and official programs. All contents of the App are also protected under the copyrights law in the Arab Republic of Egypt and international agreements.

# 12. The Capacity of the Customer

The Customer Approves that he is at least twenty-one (21) years old and that he possesses the capacity for disposal that authorizes him to agree to use this APP and bears his financial obligations.

# 13. Privacy

The Service Provider does not save any information about the electronic payment cards of Customers when using them, but the Service Provider maintains a portion of Customer's payment card information in an encrypted form while taking all measures and procedures of physical and electronic protection to preserve it and all the conditions and provisions stipulated in the privacy policy available on the following link [*Insert Link*].

# 14. Governing Law

- 1. These T&C shall be governed by the law of the Arabic Republic of Egypt.
- 2. All disputes, claims and legal proceedings related to or arising out of these T&C or your use of the App or Services will be brought exclusively to the Egyptian Courts.

# 15. Data Security and Information Protection Payment Card Industry Data Security Standard (PCI DSS) Compliance

- 1. Connect acknowledges its involvement in payment card processing and commits to comply with the requirements set forth by the Payment Card Industry Data Security Standard (PCI DSS) in all aspects of its payment card processing activities.
- 2. Connect shall maintain a secure environment to protect cardholder data and ensure the confidentiality, integrity, and availability (C.I.A.) of payment information.

# 16. Information Security Obligations

Connect implements and maintains reasonable and Appropriate Information Security measures
to protect all sensitive information, including but not limited to Customer data, business data,
and proprietary information, from unauthorized access, use, disclosure, alteration, or
destruction.

## 17. Security Measures and Controls

- 1. Connect shall take the following measures and controls, among others, to ensure the security of data and information:
  - 1.1. *Network Security*: Connect implements and maintains robust firewalls and secure network configurations to protect against unauthorized access and external threats.
  - 1.2. Access Controls: Connect restricts access to sensitive data on a need-to-know basis and assigns unique user IDs to employees with access to sensitive information.
  - 1.3. *Data Encryption*: Connect utilizes encryption techniques for the transmission and storage of sensitive data, including payment card information and other confidential data.
  - 1.4. *Incident Response*: Connect establishes an Incident Response Plan to promptly and effectively respond to security incidents, including data breaches or unauthorized access attempts.
  - 1.5. Security Awareness Training: Connect provides annual security awareness training to its employees to educate them on data security best practices and their responsibilities in protecting sensitive information.

## 18. Confidentiality and Non-Disclosure

All employees and third-party personnel with access to sensitive data shall be bound by confidentiality and non-disclosure agreements to prevent unauthorized disclosure or use of such information.

## 19. Limitation of Liability

- 1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONNECT, INCLUDING ITS SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS, MAY NOT BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES; (iii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iv) ANY CONTENT OBTAINED FROM THE SERVICES; (v) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; OR (vi) OTHER MATTERS RELATED TO THE APP OR SERVICES. THESE LIMITATIONS APPLY EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF POTENTIAL LOSS OR LIABILITY.
- 2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT MAY OUR AGGREGATE LIABILITY EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR AFFILIATES, PARTNERS, SUPPLIERS, AGENTS, AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE APP OR SERVICES. YOU FURTHER AGREE NOT TO BRING ANY CLAIM PERSONALLY AGAINST OUR SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, PARTNERS, SUPPLIERS, OR LICENSORS.
- 3. THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STATUTE, OR OTHERWISE.THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 4. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY DATA BREACH OR UNAUTHORIZED ACCESS THAT OCCURS DUE TO THE CUSTOMER'S FAILURE TO COMPLY WITH SECURITY PRACTICES, USE OF WEAK PASSWORDS, OR OTHER SECURITY LAPSES OUTSIDE THE COMPANY'S CONTROL.

## 20. Advertisement

The Services provided may include advertisements, some of which may be targeted based on the type of information on the APP, queries made, or other information, whether submitted by You or others. The types and amount of advertising on the App or through the Services is subject to change.

## 21. Cookies

This APP uses cookies. Cookies store information related to visitors' preferences, browser type, and other information in order to optimize their experiences. By using this App, You acknowledge Your understanding of and consent to Connect's use of cookies. You may delete cookies already on Your device by consulting the instructions for Your file management software. You may also disable future cookies in Your settings. Please note, however, that disabling cookies may prevent or impair Your ability to access and fully make use of certain Services and areas of the App.

## 22. Modification of the T&C

The Company reserves the right to modify, update, add to, discontinue, remove or change all or part of these T&C or Services from time to time with or without prior notice at its sole discretion. Your continued use of the APP and Services signifies your acceptance of the updates that occur. We may send You notice of updates to these T&C, including, by email or by messaging You on the App.

#### 23. General Terms

## a. Entire Agreement

These T&C and our Privacy Policy represent the entire and exclusive agreement between You and Connect regarding your use of the App and Services, superseding and replacing all previous agreements. You may also be subject to additional terms and conditions or separate agreements regarding specific Services we provide, partner or affiliate services, use of third-party resources, or any purchases You may make through the APP. In the event that these T&C are translated into other languages and there is a discrepancy between the two language versions, the Arabic language version will prevail in all cases to the extent that such discrepancy is the result of an error in translation.

## b. Waiver and Severability

Our failure to enforce any right or provision of these T&C will not operate as a waiver of such right or provision. If any provision of these T&C or the Application thereof is held to be invalid or unenforceable for any reason and to any extent, that provision will be considered removed from these T&C; however, the remaining provisions will continue to be valid and enforceable according to the intentions of the parties and to the maximum extent permitted by law. If it is held that any provision of these T&C is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

# c. Assignment

Your rights and obligations under these T&C, including any accounts, profiles, or personalization settings You may have, may not be assigned, subcontracted, delegated, or otherwise transferred by You without our prior written consent, and any attempt to do so will be null and void. We may freely assign these T&C and our rights and obligations hereunder without notice to you, and these T&C will continue to be binding on assignees.

## d. Feedback and Complaints

You hereby assign to us all rights in any feedback or complaints You provide us concerning the App or Services and agree that we have the right to use and fully exploit all such feedback or complaints in any manner we wish, commercial or otherwise. We will treat all such feedback or complaints as non-confidential and non-proprietary. Do not provide us with any feedback or complaints that You consider confidential or proprietary.