

## End-User Agreement

This document is an electronic record, amendments thereof from time to time and the rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read the terms and conditions carefully before registering, accessing or using the Singleview Services (defined below). The terms and conditions are legal contract ("Agreement") between You and UMG Alholol Trading Co., ("Singleview") having its registered office at 8113, Ath Thumamah Road, Al Rabie Dist, Zip: 13315, Additional No: 4083, Unit No: 96, Riyadh - KSA. You agree and acknowledge that you have read the terms and conditions set forth below. If you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not use the Services and/or immediately terminate the Services and/or uninstall the mobile application.

We may amend the terms and conditions at any time by posting an updated version at Singleview website(s) and Singleview App(s). The updated version of the Terms of Service shall take effect immediately upon posting. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of Singleview App following the posting of changes will mean that You accept and agree to the revisions including additional Terms or removal of portions of these Terms, modifications etc. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and avail the Services.

USING SINGLEVIEW APP INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Singleview and Singleview Entity Policies (including but not limited to Privacy Policy) available on the Singleview website(s) and Singleview App(s) as amended from time to time.

### Definition:

"We", "Us", "Our" - shall refer to Singleview and Singleview Entities.

"You", "Yours", "Yourself", "Singleview" - refers to any non-registered individual or corporate body, registered user of Singleview and Singleview Entities, including but not limited to Singleview customers or Merchants.

"Singleview App" - The mobile application(s), hosted by Singleview and Singleview Entities for providing Singleview services to its users, including merchants and service providers and also includes any and all Services where it acts as an Intermediary.

"Singleview Website" - Shall refer to [www.oneSingleview.com](http://www.oneSingleview.com), which is registered by Singleview and used as a medium to communicate and inform users of services provided by Singleview and Singleview Entities, not limiting to its features, terms and conditions, Our contact details.

"Singleview Entities" - shall mean group, affiliates, associates and subsidiaries of Singleview.

"Singleview Platform" - Refers to any platform owned/subscribed/used by UMG Alholol Trading Co. or any other Singleview Entities not limited to websites, mobile applications, devices, URLs/links, notifications, chatbot, or any other communication medium used by Singleview Entities to provide its services to its Users.

"Singleview Services" - shall include all services extended / to be extended by Singleview and Singleview entity as a group including but not limited to Cash management, Payments, Transfers, Bills Management, Reconciliation, Payment Gateway, Financial Services including others.

"Service Providers" - Refers to any individual, group of individuals defined under law whose services are used by Singleview or Singleview Entities in order to provide the intended Services to You through Singleview Platform.

"Business Partners" - Shall refer to any individual, group of individuals defined under law with whom Singleview or Singleview Entities have a contractual relationship and not limited to Merchants, Advertisers, Deal partners, Financial institutions, switch interface partners

"Participating Platforms / Merchant Partners" - Websites and Platforms that accepts permitted Singleview Services to make a payment against products or services offered by such platforms.

"Terms of use"/"Terms and Conditions"- are interchangeably used and shall have the same meaning.

### 1. Eligibility:

By accessing Singleview Service and Singleview Platforms, You represent that:

- You are 16 years of age or older;
- You are capable of entering into a contract /legally binding agreement;
- You have the right, authority and capability to enter into this Agreement abiding by all the provisions of the "terms of use" of Singleview Services.
- You are not barred or otherwise legally prohibited from accessing or using services of Singleview or Singleview Entities under the laws of KSA.
- You are not impersonating any person or entity, or falsely stating your age or affiliation with any person or entity. Singleview and Singleview Entities shall reserve the right to terminate your contract to use Singleview Platform in case of any incorrect representation of the above-mentioned conditions.
- The mandatory information and officially valid document(s) / document details mentioned by you are true & correct and belong to You.

### 2. Singleview Services:

- a. Singleview and Singleview Entities provide services via Singleview Platform. You further agree and acknowledge the terms of use of Singleview Services provided on Singleview Platform.
- b. Singleview Open Banking API - Services
- c. You further agree to Singleview Privacy Policy as applicable for Singleview and Singleview Entities.
- d. In order to avail Singleview Services, you need a computer or mobile, internet or any other supported device that meets the compatibility requirements of accessing Singleview app and Singleview website, which may change from time to time. Singleview may further release updates to its application and You are required to update the Singleview app as and when available for you, in order to continue availing Singleview Services.
- e. You agree that your mobile device, computer, mobile service provider or any other services that you may avail from anybody to access Singleview Platform, may incur charges and you are solely responsible for such charges, terms of use, fees as per your agreement with the third party.

### 3. Sign-Up / Registration:

- a. In order to use the full spectrum of Singleview Services, You need to register on the Singleview App and provide Us with accurate and complete information.
- b. You are also required to keep your accounts, identification details and contact information complete and updated at all times.
- c. Once you sign-up on Singleview, you are entitled to a New Account. Once registered with Singleview, certain services may ask you for additional

information in order to avail such service and may involve creation of sub-accounts for availing such services.

- d. The device on which You download Singleview App or Singleview platform and use during registration, shall become Your registered device and device details shall be stored by us. The moment You log into your Singleview account from a different device using the Singleview app, You will be asked to allow Singleview to send an SMS from the new device, after which the new device becomes the registered device. You will not be able to access your Singleview account using your previous device until you re-login and re-authorize yourself on that device.
- (i) Your conduct on Website(s) and Application(s)
  - a. In order to access Singleview Services, you are required to provide information about yourself as part of the signup process, or as part of your ability to use services provided by Us. You agree that any information you provide will always be accurate, correct, and up to date and some services may require you to share additional information which might include your personal information, personal sensitive information. Your information management shall be as per Singleview Privacy Policy.
  - b. You shall promptly inform Singleview of any unauthorized usage of your Singleview Account or loss of device and any other circumstances which may lead to unauthorized usage of your Singleview Account. The responsibility of any transaction prior to intimation, will solely be on the registered User;
  - c. You understand that while availing services offered by Merchants and your payment to merchants using any of Singleview Services, you understand that we are not a party to the contract between you and the Merchant and act only as an Intermediary. Singleview does not endorse any advertiser or Merchant linked to its website or app. Furthermore, Singleview is under no obligation to monitor the Merchant's service used by you; the Merchant alone will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. Any dispute with or complaint against any Merchant must be directly resolved by you with the Merchant. It is clarified that Singleview shall not be responsible or liable for any deficiency in goods and/or services purchased using Singleview. You are instructed to satisfy yourself regarding the quality, quantity and fitness of any good and/or service before purchasing the same.
  - d. You agree that in case any amount is transferred erroneously by You to any Merchant, Participating Platforms or any other person, Singleview shall not be liable to refund such amount to You under any circumstances.
  - e. You further agree that Any web-link on the website to a third-party site is not an endorsement of that web-link. By using or browsing any such other web-link, you shall be subject to the terms and conditions in each such web-link.
  - f. You agree that if You provide any information that is incorrect, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is incorrect, inaccurate, not current or incomplete, or not in accordance with the Terms of Use, We shall have the right to indefinitely suspend or terminate or block access Singleview Platform and/or take necessary steps in accordance with applicable Law without any further notice.
  - g. You are responsible for maintaining the confidentiality of any login information and secure access credentials associated with your Singleview account. Accordingly, you are responsible for all activities that occur under your account/is using your secure credentials and Singleview shall not be liable for any such change or action performed by using your secure credentials on Singleview Platform.
  - h. Attempting to access Singleview Platform using any other means apart from ones provided by Us is strictly prohibited and shall be deemed unauthorized access, whether attempted or accessed through any automated, unethical or unconventional means. Further you should not directly or indirectly engage in any activity using device, software or any routine process that disrupts or interferes with our ability to service you or any other user(s) on Singleview Platform, including the servers and/or networks to which our resources are located or connected. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by You, as explained above, and may incur criminal or civil liability.

- i. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual or digital process, to access, acquire, copy or monitor any portion of the Singleview Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Singleview Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Singleview Platform.
- j. You shall not probe, scan or test the vulnerability of the Singleview Platform or any network connected to the Us, You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Singleview Platform, or any other customer, including any account on the Singleview Platform not owned by You, or exploit the Singleview Platform or any Singleview Service or information made available or offered by or through the Singleview Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Singleview Platform.

You further agree that –

- In the event of any dispute, Singleview records shall be binding as the conclusive evidence of the transactions carried out through use of Singleview Services.
- Singleview shall send all customer communications by SMS and/or email and they shall be deemed to have been received by You after they have been submitted for delivery to the SMS/email service providers.
- Agree to receive all commercial messages including transactional messages from Singleview/ Merchant.
- To use the Singleview Services in good faith and in compliance with all applicable laws and regulations.
- You would be solely responsible for payment of any taxes, duties or other governmental levies or any financial charges that may be imposed on any products or services purchased or supplied by a Merchant or otherwise arising from online transactions.

#### 4. Sign On (SO):

- By registering and signing into Singleview Account, We create a username and secure access credentials for You to access Singleview services on Singleview Platform and other participating platforms. For convenience, Singleview creates Sign On Service, which helps you access Singleview Services available on Singleview Platform and other participating platforms.
- You understand that SO will be used to register and access Singleview Services and the credentials you share as part of the registration process would be owned and managed by Singleview and will be shared with Singleview Entities upon Your request or simply by accessing any Singleview Services provided by them.
- You further agree that Singleview shall share some limited information provided by you except your secure access credentials to participating platforms as necessary for SO login at participating platforms.
- You shall not share the SO credentials with any third-party website, portal, person over any communication medium and you understand that your Singleview account can be misused due to unauthorized disclosure of SO.
- You hereby agree and acknowledge that in the event of non-compliance of the Terms of Use for usage and access to Sign-On Services, Singleview has the right to terminate Your access or access usage limits on account and services without further notice.

#### 5. Communication

- a. Singleview and Singleview entities may communicate with you on the contact information that you may have provided to Us during the course of your engagement, including but not limited to signup, transacting or availing any third-party products or services on Singleview Platform.



- b. We will send you communication alerts via emails or SMS or push notifications or via other progressive technology. You also agree that there can be disruption in communications due to factors that are not under Our control, including but not limited to Your Phone being switched off, incorrect email address, network interruptions. You agree not to hold Singleview liable for non-delivery for any alert or any loss suffered by you due to delay, distortion or failure of communication.
- c. You further acknowledge that you are responsible for the contact details shared with Us and shall update us on any change on your contact details. You authorize Us to contact you and communicate with you for any Singleview Service or Offer(s). We may use third party service providers to send alerts or communicate with you. You authorize Singleview and Singleview Entities to override the DND settings to reach out to you over calls, SMS, emails and any other mode of communication.

#### **6. Intellectual Property Rights:**

- a. Intellectual Property Rights for the purpose of this Terms of Use shall always mean and include copyrights whether registered or not, patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs both industrial and layout, geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights. All those Intellectual Property rights arising as a result of domain names, internet or any other right available under applicable law shall vest in the domain of Singleview or Singleview entities as the owner of such domain name. The Parties hereto agree and confirm that no part of any Intellectual Property rights mentioned hereinabove is transferred in the name of User and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession and Our control or control of its licensors, as the case may be.
- b. All material on this Singleview website and web & mobile application, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights of Singleview, Singleview Entities or Business Partners. Material on Website is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other platform or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

#### **7. Use of Group Companies:**

- a. You understand and agree that Singleview and Singleview Entities reserve the right to use the services of themselves to provide any of the mentioned Singleview Services to you within Singleview Platforms.

#### **Disclaimers:**

- As part of this continual innovation and improvement, we sometimes may add or remove features and functionalities, increase, or decrease limits to our Singleview Services, start offering new services or stop offering old ones on Singleview Platforms. Such offering can also be due to discontinuation of any service or offering on Singleview Platform by third party service providers or business partners.
- We may record or monitor Our conventions with You for records and monitoring quality of our conversations.
- Any content downloaded or otherwise obtained through the use of our Platform is done at your own discretion and risk, and We cannot confirm that such documents or contents are error or virus free and You understand and acknowledge that you are solely responsible for any damage to your devices, for any loss of data that may result from the download of such contents.

#### **8. Termination:**

You agree that Singleview at its sole discretion may terminate your contract without prior notice and restrict your access to Singleview application if We determine that You have violated the terms of use and You consent that in case Singleview suffers losses, not limited to monetary losses, due to Your actions, We can take injunctive relief or any other legal action as deemed necessary within the said circumstances and Singleview is not liable for any loss to You due to termination.

#### **9. Limitation of Liability:**

Financial and non-financial transactions performed by You on Singleview Platform is always processed by You or under Your exclusive authorization.

#### **10. Indemnification:**

You shall indemnify and hold harmless Singleview, Singleview Entities, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third-party.

##### **a. Force Majeure:**

A Force Majeure Event shall mean any event that is beyond the reasonable control of the Singleview and shall include but not limited to war, riots, fire, flood, acts of God, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, Pandemic, computer hacking, unauthorized access to computer data and storage devices, computer crashes, acts of state, governmental, legal or regulatory actions prohibiting or impeding Singleview Entities from performing its respective obligations under the contract.

##### **b. Dispute, Governing Law & Jurisdiction:**

This Agreement and the rights and obligations thereunder and the relations of the parties and all matters arising under or in connection with this Terms of Use, including the construction, validity, performance or termination thereunder, shall be governed by and construed in accordance with the laws of the KSA. Subject to and without prejudice to the amicable settlement, the courts in KSA shall have exclusive jurisdiction to try and adjudicate all matters arising in connection with your use of the Singleview Services or other matters covered herein.

Disputes or differences or concerns if any should be raised within 30 days of happening or non-happening of an event related to Singleview Services, except in case of unauthorised transactions on Your Singleview account, which shall be reported by You as soon as You identify the issue and investigation for such disputes is subject to terms of use of Singleview.



- Singleview and third-party partners make no warranty, express or implied regarding the quality of Services including but not limited to:
  - the Services will meet your requirements;
  - the Services will be uninterrupted, timely or error free; or
  - any products, information or material obtained by You in connection with the services will meet Your requirements.
- Except as expressly provided herein and to the full extent permitted by law, the Singleview Services are provided "as is", "as available" and "with all faults". All such warranties, representations, conditions, undertakings and terms, whether express or implied, are hereby excluded. It is Your responsibility to evaluate the accuracy, completeness and usefulness of the Singleview Services and other information provided by Singleview or generally available. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement.
- If you have a dispute with other parties, you release Singleview (and our affiliates and officers, directors, agents, and employees thereof) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

**Singleview**

UMG Alholol Trading Co., 8113, Ath Thumamah Road, Al Rabie Dist, Zip: 13315, Additional No: 4083, Unit No: 96, Riyadh – KSA.

