TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS ("terms") CAREFULLY BEFORE USING THIS SITE

1. Who we are and how to contact us:

- 1.1. This site ("site") is operated by Art Productions and Event Services Company ("we", "our", "us") or its Holding Company or one of its affiliates. Our registered office address is: 1st Floor, 7813 Al Takhassousi, Al Nakheel District, RGNB7813, 4334, Riyadh 12383 (registered company number: 1010762098). These terms also apply to any site operated by any of our affiliates and the word "site", as used in these terms, shall also be deemed to include the website of any of our affiliates.
- 1.2. To contact us please email: info@artproductions.co
- 1.3. We provide information on the site to visitors and users (both of whom are referred to as "you" or "your" in these terms) subject to these terms and any other relevant terms and conditions, policies and notices as provided below.
- 1.4. By using our site, you confirm that you accept these terms and that you agree to comply with them.
- 1.5. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

2. There are other terms that may apply to you

- 2.1. These terms of use refer to the following additional terms, which also apply to your use of our site:
 - 2.1.1. Our Privacy Policy:
 - 2.1.2. Our Acceptable Use Policy

3. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

4. We may make changes to our site

- 4.1. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.2. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

5. Disclaimer of liability

5.1. The material and information contained on this site is for general information purposes only. You should not rely upon the material or information on the site as a basis for making any business, legal or any other decisions and you and your

company rely on the information contained on the site at your own risk. If you find an error or omission on this site, please let us know.

5.2. We do not accept responsibility for the behaviour of users on the site or the information made available on the site by other users.

6. We are not responsible for websites we link to

- 6.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 6.2. We have no control over the contents of those sites or resources. Use or reliance on any external sites is at your own risk. When visiting external sites you must refer to that external site's terms and conditions of use.

7. Social Media

We may, from time to time, link the site to our social media accounts (including, but not limited to, Instagram and LinkedIn). By proceeding to connect to or follow the site, you agree to these terms and any applicable third party terms of use for the relevant social media provider. You have the option to disable your social media account at any time by changing the settings page on the social media provider's site and unfollowing the site.

8. Viruses

- 8.1. We are not responsible for viruses and you must not introduce them. We do not guarantee that our site will be secure or free from bugs or viruses.
- 8.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 8.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the prevailing Laws in the Kingdom of Saudi Arabia

9. Trade marks

The trademarks, names, logos and service marks displayed on the site are either registered or unregistered trademarks, which belong to: (i) us; *or* (ii) one of our group companies; *or* (iii) a third party. You are not granted any licence or right to use any trade mark, name, logo or service mark published on the site without our prior written permission.

10. Our responsibility for loss or damage suffered by you

10.1. Whether you are a consumer or a business user:

- 10.1.1. You expressly agree that use of this site is at your sole risk.
- 10.1.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by

our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- 10.1.3. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 10.1.4. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 10.1.4.1. use of or inability to use, our site; or
 - 10.1.4.2. use of or reliance on any content (including third party content) displayed on our site.

10.1.5. In particular, we will not be liable for:

- 10.1.5.1. loss of profits, sales, business, or revenue;
- 10.1.5.2. unauthorised access to or alteration of your transmissions or data,
- 10.1.5.3. business interruption;
- 10.1.5.4. loss of anticipated savings;
- 10.1.5.5. loss of business opportunity, goodwill or reputation; and/or
- 10.1.5.6. any indirect or consequential loss or damage.
- 10.1.6. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. Linking to our site

If you wish to link to, or make any use of content on, our site, please contact info@artproductions.co

12. Warranties

- 12.1. Neither we, nor any third party content/data provider, make any warranty that this site will meet your requirements, or that this site will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the site, or as to the accuracy or reliability of any information obtained through the site.
- 12.2. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of this site is at your own discretion and risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.
- 12.3. We make no warranty regarding any goods or services purchased or obtained through this site or any transactions entered into through the site.
- 12.4. No advice or information, whether oral or written, obtained by you from or through this site shall create any warranty from us.
- 12.5. By accessing the site, you warrant and represent to us that you are legally entitled to do so and to make use of any content made available via the site.

13. General

13.1. Governing law/jurisdiction

Please note that these terms, their subject matter and their formation, are governed by the Kingdom of Saudi Arabia law. You and we both agree that the courts of the Kingdom of Saudi Arabia will have exclusive jurisdiction.

- 13.2. **Entire** Agreement. These terms constitute the only agreement between you and us in relation to your use of the site. Unless otherwise specifically stated, these terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and us in respect of your use of the site.
- 13.3. **Modification**. We may at any time modify these terms without notice to you. You acknowledge that by visiting the site from time to time, you shall become bound to the current version of the relevant terms.
- 13.4. **No Partnership**. Nothing in these terms shall be construed so as to create a joint venture, partnership or agency/representative relationship between you and us.
- 13.5. **Conflict**. Where any conflict or contradiction appears between the provisions of these terms and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the site shall prevail in respect of your use of the relevant section or module of the site.
- 13.6. **Waiver**. A failure or delay by a party to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7. **Assignment**. We shall be entitled to assign all or any of our rights and obligations in these terms to any third party without notice to you.
- 13.8. **Severance**. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms.
- 13.9. **Comments or Questions**. If you have any questions, comments or concerns arising from the site, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact: info@artproductions.co
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