

User Terms & Conditions

1. Preamble

Welcome to Fwateery Application. This is the usage policy for your signing in and using of the Fwateery application and all of its accessories, attachments, services and related issues. After you've agreed to those Terms of Use (in addition to the relevant information included in this Agreement) and after you've used the Application, you acknowledge to us that you shall comply with the Terms of Use for Fwateery Application. The User Agreement shall be activated upon acceptance. If you did not agree to the User Agreement, please do not sign in, register or use this application.

Before being or continuing as a member of the Application, you shall read and agree to the User Agreement, the Privacy Policy of Fwateery application and access any other related information on the User Agreement such as any information of the applicable User Policy. All such information and the Privacy Policy shall be governed by this provision of the User Agreement.

2. Expenses and services

Fwateery Application is a free application allowing the subscriber to receive purchase invoices in digital form directly from the issuer of the invoice. Also, we confirm that the Fwateery Application is not entitled and does not have the authority to change the contents of the invoice, whether the original printing language of the invoice, or the names of items or products in the original invoice, i.e. the contents of the invoice cannot be changed from Arabic (the original language) to English in case of changing the application language from Arabic to English, for example, but not limited to.

3. Obligations of your own account and signing in

Upon signing in as a member of the application, you shall submit certain information and sign in with your user name and password. It is not permissible to register as a member with more than one user.

4. Legal Capacity of Members

In Fwateery Application, we would like to ensure the legal capacity of the members to enter into legally binding contracts. Also minors shall not use the application in an inappropriate manner. Therefore, the membership of this application shall not be granted to persons under 18 years without the approval and signature of their legal guardians. In case of prejudice to the rights and laws of Fwateery Application, Fwateery Application shall be entitled to limit or exclude the membership of any person known to be under 18 years; the persons signed with their legal guardians are excluded. In addition, the Application shall not be available to persons whose membership was excluded or suspended.

5. Amendments to the User Agreement

Upon completing your membership, you agree that Fwateery Application may be entitled to modify the user agreement to increase your obligations or reduce your rights (**Core Amendment**), in accordance with the rules of the User Agreement. Also, you agree that Fwateery Application shall be entitled, (in its discretion at any time) without any responsibility, to make non-essential amendments which are clarified in the application.

6. Communication through Electronic Means.

Upon completing your membership, you agree that we can contact you through the available communication channels such as Email or phone number or by sending notices on the application. Also, you agree to all agreements, notices or any other communications that we can provide to you electronically for purpose of meeting the legal requirements. Fwateery Application shall require your consent during the registration process to send promotional messages allowing you to know about any new change, feature or any promotional activities added to the application..

When you become a member, you agree to the following:

- You shall be responsible for maintaining the privacy of your own account and password. Also, you shall be fully responsible for the data and activities occurring through your account. You shall notify Fwateery Application of any unlawful use of your account or password or any other security breach. Fwateery Application shall not be liable for any direct or indirect loss due to intentional or unintentional disclosure of your username or password. You cannot use someone else's account. Your membership also expresses your agreement to compensate Fwateery Application for any illegal use of your account by you or by any other person who can sign in the application and services by using your username and password, whether you are aware of such use or not.
- You give us true, accurate and current information about you as required in the registration form (Registration Data) for Fwateery Application.
- To sign in by submitting and updating a complete data and phone number periodically after signing in to maintain the accuracy of the data. If you provide false, inaccurate, old, or incomplete information, or in the case that we doubt that this information is false, inaccurate, old, incomplete, or did not comply with the user agreement and violating of the laws and terms of Fwateery Application, Fwateery Application shall be entitled to suspend, terminate, or close your account in the Application.
- Fwateery Application shall be entitled (in its discretion at any time) to make any inquiry it deems important (whether directly or through a mediator or attorney) and to request submitting the information or other evidence to ensure your identity and/or the validity of the provided data. In case of your refusal' to give the aforementioned, Fwateery Application shall be entitled to suspend or close your account in the application. In addition, we reserve the right to close any inactive accounts for a period exceeding 30 days.

7. Your Information

By using the Fwateery Application, you give Fwateery Application the right to use any information or data pertaining to you or any other registered member, personal or otherwise, that you provide or have provided whether upon registration of the application, during sales, to the Feedbacks Department, by E-mail, or through any feature of the application, for purposes of improving and managing the application, in accordance with the User Agreement and Privacy Policy.

8. Using the Application

Upon using the Fwateery Application, you agree not to:

- Use the application in any way that may prevent access to, or cause damage or of the application.
- Use the application in any illegal capacity that would harm in any way the Fwateery Application and users of the application or any Third Party.

- Sign in the application for purpose of hacking, sabotaging or misleading and trying to obtain any data or content of the application or contained in the application directly or indirectly or through external systems.
- Use the application with the intent of implementing an act of fraud or electronic fraud.
- Carry out an act of money laundering or not reporting suspected money laundering.
- Transact Illegal products or services which are strictly prohibited.
- We shall be entitled to suspend, restrict, or block your use of the application at any time without any notice, in case we have evidence that you have breached any of these restrictions or if we doubt that your account is engaging in illegal activities. This does not prevent us from taking any other legal measures, in our sole discretion.

9: Legal Terms

- 1- We shall not be responsible to you or any third party for the provision, or for the status, nature or content of the invoice sent by the sellers or the issuer of the invoice. The issuer of the invoice in the application are independent third parties, who are not affiliated with, controlled by, or working for Fwateery Application. Fwateery Application is just a mediator to facilitate the process of E-commerce solutions.
- 2- Fwateery Application is not entitled and does not have the authority to change the contents of the invoice, whether (the original printing language of the invoice or the names of the items or products in the original invoice), i.e. the contents of the invoice cannot be changed from Arabic (original language) to English in case of changing the language of the application from Arabic to English.
- 3- In case of a defect in the cash machine or the seller from the source, or a power outage, or a failure in wireless communications, resulting in the inability to request the invoice, Fwateery Application shall not be responsible for those matters that are not covered by Fwateery Application.
- 4- As a user, you shall be responsible for verifying the data of the person whom you want to send or share invoices with. Therefore, you acknowledge that Fwateery Application shall not be responsible for the invoices sent to the wrong person because of not using the correct personal identification code, whether for the consignee or the consignor.
- 5- The application shall not be responsible for the manipulation of the invoice data, and Fwateery Application shall not be responsible for the content of the invoice received through the application. In case of the user's objection or dissatisfaction with the content of the invoice, the user of the application shall review with the main issuer of the invoice to settle disputes, since the invoice data and details belong to the issuer who sent the invoices.
- 6- Fwateery Application allows certain and specific spaces for paid advertisements by advertisers, and users cannot refuse or file a complaint to block the advertisements.
- 7- S ideaz for General Trading Company is the owner of Fwateery Application and has all rights and intellectual property as it owns all rights, headlines and interests in the application and services, and all intellectual property contained therein, individually and collectively, ("All registered or potential patents, copyrights, trademarks and trade secrets") through your account. We grant you a limited, temporary, revocable, non-transferable, non-exclusive license to use the Platform and the Service only for the purposes stipulated in this Agreement as provided through the Platform. This license does not permit the transfer of ownership or grant you any additional rights to use the intellectual property.
- 8- Fwateery Application management does not have the authority to access the details and contents of the subscribers' invoices in the application, as it is confidential

information to the user only. In case of any error in the invoice details, the invoice shall be reviewed by the main issuer.

9- In the future, additional services may be developed in the application requiring payment of a certain fund. Therefore, users of the application shall be notified, whether through direct contact, through social media, by email, or other means of communication.

10. Intellectual Property (IP)

The content of the application in its entirety, not excluding provisions, designs, logos, button icons, images, audio clips, digital content, data collection and software are intellectual-property and copyright of by S ideaz for General Trading Company, as the company is the owner of the Fwateery Application and has all rights and intellectual property for Fwateery Application and its users. Intellectual Property is protected by copyright, trademark, patent, or other intellectual property rights for Fwateery Application. The content of this application is the exclusive property and copyright of Fwateery Application and shall be protected by copyright, trademark, patent or other intellectual property.

11. Trademarks

Fwateery and any logos, words or slogans included in the application are either registered or unregistered trademarks of the application, and are protected by international trademark and other intellectual property rights and laws. Fwateery trademarks shall not be used in any product or service that is not related to Fwateery or in any way that is offensive to Fwateery. All other unrelated trademarks appearing on the Application are the property of their original owners, who may or may not be related, or sponsors of Fwateery.

12. Fwateery Application Abuse

Kindly, report any problems of any kind or any violations of terms of use via Fwateery. If you believe that your intellectual property rights have been infringed, please notify Fwateery without prejudice to any other rights or measures of Fwateery. Fwateery shall be entitled to suspend any user of the application or cancel their membership; it is also entitled to delete any content added by the user. In addition, Fwateery may take any technical and/or legal action against any person who causes damages or legal violations of any kind that infringes the intellectual property rights of any third party or does any act in violation of these Terms of Use or our policy.

13. Privacy

Fwateery may take reasonable measures (physical, organizational, technological) to protect against unauthorized access to your personal information and to keep it secure. Taking into consideration that the internet is not a secure place and the privacy of your personal information cannot be guaranteed. Accordingly, you shall acknowledge and agree that Fwateery may use the personal information you give us in order to provide services and send you advertising, and that the application's privacy policy governs the collection, processing, use and transfer of any personal information about you.

14. Violating Terms of Use

Without prejudice to any of Fwateery rights or procedures under this User Agreement or under any law or other, Fwateery may immediately, and without any legal liability, to limit your activity and limit or cancel your membership and/or account at any time.

Access to the application shall be prohibited in the following cases:

- In case you violate this User Agreement.
- In case Fwateery is unable to verify or confirm any information provided by you.
- In case Fwateery, in its sole discretion, believes that any of your actions may give rise to legal liability against you, other Users or Fwateery.

Fwateery shall be entitled, at any time, in its discretion, to reactivate the users whose accounts were previously banned. The user who has been excluded or banned from membership at any time shall not be entitled to or attempt to sign in or use Fwateery in any way until Fwateery reactivates their account. Regardless of the foregoing, in case you violate these Terms of Use, Fwateery shall be entitled to recover any amounts owed by you or compensate for any losses or damages you caused to Fwateery or users of the application. It also shall be entitled to take similar steps, including judicial and/or penal procedures, as it deems appropriate and when needed. In the event that Fwateery does not take any action against any violations by you or any other person, this does not mean that Fwateery waives its right to take any actions with respect to that or any other related or similar violation, Fwateery does not guarantee that such action shall be taken against all potential violations of these Terms of Use.

15. Without Submitting Guarantees

Fwateery provides its application and its services “as is” and “as available” without any warranties or guarantees of any kind, whether expressed or implied, including, but not limited to, the warranties of title, merchantability, fitness for a particular purpose, compatibility, security, accuracy and non-infringement. Fwateery does not provide representations or warranties regarding the accuracy, reliability, or completeness of any content, information, software, text, images, links or communications made available by the Application or through its use, or that operations on the Application will be error-free and uninterrupted. Fwateery did not warrant that defects will be fixed or that the application or its services are free of viruses or anything else that could cause harm or damage. This application may, pursuant to the nature of Internet communications, be subject to data corruption, suspension, unavailability or delay of its data. This application may also be unavailable from time to time for repair, maintenance or business development purposes. You agree that Fwateery has no obligation to provide support for this Application. You expressly agree that you use this application at your own risk.

You agree that Fwateery shall not be liable for any damages or losses resulting from delays or unsatisfactory performance of the application due to malfunctions or technical reasons.

You agree that Fwateery shall have no obligations or responsibilities and shall not be legally liable in the event of losses, financial damages, damages related to good faith or reputation and any other direct or indirect damages arising from your use of this application.

16. In-App Advertisements

We collect and use your current location solely to provide personalized, location-based advertisements within the app. This data is not shared with any third parties and is used exclusively to enhance your experience by delivering relevant ads based on your location. You have the option to opt out of location tracking and personalized ads at any time through your device settings. We ensure that your data is securely stored and protected in accordance with industry standards. For any questions or concerns regarding your location data, please contact us at [support@fwateery.com]

17. Limitations of Responsibilities

To the extent of the law, Fwateery and its officers, owners, employees, agents and affiliates shall not be responsible for any losses or damages of any kind, whether directly, indirectly, incidental, special, consequential or exemplary, including but not limited to losses or damages resulting from loss of profits, company reputation, opportunities, data or other intangible losses arising from or related to your use of the application, its services or the user Agreement.

If you are not satisfied with the Application, its content or its products, the only solution is stop using the same. Further, you agree that any unauthorized use of the application or its services as a result of your negligence may cause irreparable problems with Fwateery Application. Fwateery Application shall deal with any such unauthorized usage under the terms and conditions of the User Terms.

18. Compensation

You agree to indemnify Fwateery Application, its affiliates, officers, employees and owners from damages resulting from any disputes, complaints, actions, proceedings, losses, liabilities or expenses (including reasonable legal costs and expenses), of any kind arising from violating the User Terms Agreement or violating any of the laws or private rights.

19. Relationships and Notices

All of the terms mentioned in the User Terms Agreement do not constitute or consider a partnership and cannot be construed as establishing a partnership or mediatory relationship between you and Fwateery Application, or either party shall be an attorney of the other party for any reason whatsoever. All of the terms do not consider either party as having the power or authority to bind the other party in his name or create an obligation against the other party in any way. You are not entitled to obligate Fwateery Application in anything and in any way.

20. Disputes

If the disputes, complaints or differences (including tort or statutory complaints) ("Dispute") arising out of or relating to this User Agreement, including (without limitation) any questions on information, entity, scope, performance, interpretation, validity or termination of the User Terms Agreement or this clause, or any questions related to the legal relations arising from this User Terms Agreement or the effects resulting from its invalidity, the Parties shall settle the dispute amicably within a maximum period of thirty (30) days. The term starts as of the date on which one of the parties sends a written notice of the dispute to the other party.

21. Transfer of Rights and Obligations

You hereby grant the right to Fwateery Application and irrevocably acknowledge that Fwateery Application may at any time transfer all or part of its rights, obligations, benefits or responsibilities (whether expressed or assumed) under the User Terms Agreement to its affiliate partners without additional consent from you. Fwateery Application accepts to use all reasonable endeavors to notify you of any transfer by posting on the Application. You may not at any time and without the prior written consent of Fwateery Application transfer

all or part of your rights, obligations, benefits or responsibilities (whether expressed or assumed) under User Terms Agreement without the prior written consent of Fwateery Application.

22. General Provisions

If any clause of the User Agreement is null, void, or for any reason unenforceable, as if the clause is unenforceable, this shall not affect the implementation and validity of the rest of the clauses in this document. This User Terms Agreement shall determine in advance (as amended from time to time in accordance with the terms of this document) all terms of understanding and agreement between you and Fwateery Application with regard to matters relating thereto.

No one who is not a party to this User Terms Agreement is entitled to impose any condition and if this User Agreement is translated into any other language, whether on or outside the Application, the Arabic text shall prevail as an original reference.

23. Governing Law

This User Agreement follows and is subject to the applicable law in the State of Kuwait. Accordingly, any dispute arising under hereof shall be governed by the laws of the State of Kuwait. This clause shall be governed by the expiration or cancellation of the User Agreement, for any reason.