#### Terms and Conditions

#### **Preface**

Please read the Terms and Conditions carefully before starting. If you do not agree with any of the terms and conditions below, please stop using the Labaik application. Labaik application reserves the full right to amend, change or update these terms and conditions at any time, and these modifications, changes or updates are binding on you automatically and in a timely manner.

Introduction These terms and conditions govern all the services of the Labaik application, and once the products, services or information are purchased from the application, the customer is considered to have agreed to be bound by these terms and conditions immediately, and in the event that some services contain additional terms and conditions, they are immediately and consequentially binding. The preface mentioned above is an integral part of these terms and conditions.

#### **Definitions**

A definition of some of the terms that may appear in these terms and conditions unless the context of the terms and conditions requires otherwise:

Labaik App: It is a wholly owned project of Makkah Hotel and Towers.

Labaik application services: It is any service provided by the Labaik application that bears its official mark, in any media such as the Internet, newspapers, electronic magazines, mobile phones, exhibitions, and any other media.

Affiliation with the Labaik application: It is the process of registering membership in any of the different services of the Labaik application.

The third party: It is any customer, service provider, media, commercial, or advertising medium, or any company or governmental or private entity that is associated with the Labaik application, with contracts to supply or obtain services, or to conduct advertising, services, or any activities that would Contribute to application services.

# Evacuation responsibility

The Labaik application allows customers and users affiliated with it to participate in commenting on services and products and provide different advice regarding the use of specific products or different technologies. The Labaik application also provides, through third parties, contents and information for offered products, in a manner that does not violate or violate the general provisions and laws according to the local laws in the Kingdom of Saudi Arabia. It does not provide any guarantee of the integrity of the information and comments provided by the user to any third party.

The Labaik application does not assume any direct or indirect responsibility for any losses or damages

suffered by users or customers, whether they are natural or legal, or companies or entities arising from the use of the application. Even with the reporting of these damages and losses, Labaik application does not have full control over what is published by members of its various services and does not review all that is published in real time, whether automatically or manually.

The Labaik application is not responsible for the loss of any of its customers or affiliates with posts, information or content in all its forms, and it does not guarantee the recovery of all or part of it, whatever the reason for that, whether intentionally or unintentionally, and the application is not responsible for the delay in providing services or products or interruption or suspension for any reason. The Labaik application does not bear responsibility for any products or services that result in use that violates local laws and authorities in any country, and the user bears all responsibility and consequences for the type of application and use.

### Affiliation and use of the Labaik application

The Labaik application provides the ability to register memberships to complete purchases or enjoy various other services. The user of this service acknowledges his full responsibility for maintaining his passwords and his unique use of his own account without granting access or use of this account to any other person or entity.

The member of Labaik application acknowledges the validity and comprehensiveness of all his data in terms of name, postal address, phone number, e-mail address, and credit card numbers to be used in purchases. Labaik application also has the right to conduct an investigation about the validity of your identity or data by the store or by other parties to ensure the rights of Labaik application in completing sales operations, especially credit card payments.

The Labaik application is not responsible for the loss or theft of subscriptions for members of its various services. The Labaik application also reserves the right to sue anyone who intentionally or unintentionally violates this clause, which could lead to harm to the Labaik application or any third party.

The Labaik application has the right to stop any affiliation membership at any time and for any reason, especially reasons related to fraud, theft of credit cards, circumvention of laws, violation of privacy policy, or violation of terms and conditions.

The subscriber to any of the services of the Labaik application acknowledges immediate compliance with these terms and conditions, as well as any sub-terms and conditions specific to each service.

## Publicity and announcement

Your affiliation with Labaik application automatically entitles you to receive promotional messages and postal newsletters from the application or from one of its partners. These messages are used to introduce you, or alert you to services, instructions, or what is new in the store in terms of products, or the availability of certain parts at reduced prices, or any news or offers. We see that it may interest you.

# Representations and warranties

Users, customers, service providers and suppliers undertake to ensure that all data and information provided by it for any of its various services are correct, complete and not forged. He also undertakes to use correct and valid credit cards that are under his lawful possession.

### Warranty on products

The products and services on the Labaik application are subject to the guarantee of suppliers and service providers.

### Products, services, suppliers and service providers

The Labaik application certifies products, services, suppliers and service providers that guarantees the quality of their work and services to customers and users of the application.

Also, all services, products, suppliers, and service providers are subject to evaluation through the application management, and the application has the right to remove them or prevent their services and products at any time.

The users of the Labaik application undertake to compensate for any losses or damages arising from its failure to comply with these terms and conditions or its violation of any of the undertakings and guarantees contained in these terms and conditions, and to bear the costs and expenses of direct and indirect lawsuits, whatever they may be.

# Quality of services

Labaik application strives to provide the highest possible quality to the users of its various services. It also tries to develop these services and increase customer satisfaction rates. It also tries to provide its services permanently, except under force majeure and beyond control.

# Return and exchange policy

1- The application services are not subject to the return and exchange policy.

# Privacy policy

The Labaik application has the right to communicate and use the information of users and customers. It also appreciates and takes into account the privacy of users of its various media channels, and is keen on the confidentiality of all data collected from them. Therefore, the Labaik application will not hand over any data of yours to any third party. The Labaik application operates in accordance with the laws of the Kingdom of Saudi Arabia, and all usage agreements and application policies are subject to these laws.

### **Privacy Policy**

#### First clause: introduction

Believing in the importance of data and its confidentiality, and keenness of the management of the (Labik) application to provide the best levels of service, while committing to maintaining the confidentiality and privacy of user data and the data entered, the application management is committed to maintaining the confidentiality and privacy of user information and materials entered by them as a basis for the privacy policy, and The application management will not disclose that information except in accordance with the specific controls stipulated in the Fourth Clause (Usage and Disclosure).

#### Second clause: user information

User data and information means all and any of the following:

- A- Personal data used in registration.
- B- Data of the user's geographical location and movements.
- C- Contact information and updates related to usage.
- D-Other information entered by the user, such as exit permit requests, notifications, and questionnaire answers.

# Third clause: information collection and storage

A- Information gathering:

- 1- Contact information: The application collects some device data that helps improve the experience, such as device language and system type. The app also tracks the user's geographic location for notifications and other services in the app.
- 2- The information entered: The information entered by the user, such as communications and answers to any questionnaires displayed through the application, is saved.
- 3- Device characteristics: To provide services, the application needs access to some user and device information such as: GPS location, Bluetooth, BLE, camera, device files: The application allows you to attach files to complete requests (photos, PDF)

B-Information storage: The user's information is stored in the servers specified by the application management, and the application management is keen to ensure that these servers are protected from hacking and unauthorized entry in accordance with the applicable standards.

#### Fourth clause: use and disclosure

A- The right to access user information is limited to the employees authorized to do so in the management of the application and for the purposes and uses determined by the policies approved by the management of the application

C- Unidentified user data may be used within cumulative statistical data and indicators and shared with all relevant authorities as the application management deems appropriate.

#### Fifth clause: External Links

The application may provide links to other parties, and the application is not responsible for how other parties collect or use personally identifiable information about the user, and the user bears full responsibility for his data.

### Sixth clause: The User's Responsibility for Privacy Protection

In order to protect user information, we recommend the following:

A-Immediate contact with technical support for the application when the user believes that another person was able to obtain access information to his account in the application or any other confidential information.

B-Not to give out any confidential information over the phone or the Internet unless the identity of the person or party receiving the information is known.

C- Not to share the login information (username and password) with others, and not to allow others to use the user account in the application.

D-Using the application through a secure electronic device, closing unused applications connected to the Internet, and ensuring that the virus protection program is always updated.

#### Seventh clause: General Provisions

- -The name of the entity supervising the application Makkah Hotel and Towers .
- -The management of the (Labik) application reserves the right to add or change any of the provisions of the privacy policy, and the management of the Labik application will notify the user of that, and the application management has the right to terminate the user's account in the event that the user does not accept any change in the privacy policy.

The Arabic language is the approved language in the application of the terms and conditions, and in the event that a dispute arises in the interpretation of any text mentioned in any other language, the .text written in the Arabic language shall be submitted

# الشروط والأحكام

#### تمهيد

نرجو قراءة الشروط والأحكام بعناية قبل البدء إذا كنت لا توافق على أي من الشروط والأحكام الواردة أدناه فيرجى التوقف عن استخدام خليبق لبيك.

يحتفظ تطبيق لبيك بكامل الحق في تعديل أو تغيير أو تحديث هذه الشروط والأحكام في اي وقت وتكون هذه التعديلات أو التغييرات أو التحديثات ملزمة لك تلقائيا وفي حينها.

#### مقدمة

إن هذه الأحكام والشروط تحكم كافة خدمات تطبيق لبيك وبمجرد شراء المنتجات أو الخدمات او المعلومات من التطبيق فإن العميل يعتبر قد وافق على الالتزام بهذه الشروط والأحكام على الفور، وفي حال احتواء بعض الخدمات على شروط وأحكام إضافية فإنها تكون ملزمة فورا وبالتبعية. كما يعتبر التمهيد الوارد أعلاه هو جزء لا يتجزأ من هذه الشروط والأحكام.

### تعر يفات

تعريف ابعض المصطلحات التي يمكن أن ترد في هذه الشروط والأحكام مالم يقتضي سياق بنود الشروط والأحكام غير ذلك: تطبيق لبيك هو مشروع مملوك بالكامل لشركة فندق وابراج مكه. خدمات تطبيق لبيك هي أي خدمة يقدمها تطبيق لبيك وتحمل علامته الرسمية في أي وسيلة إعلامية كالإنترنت والصحف والمجلات الالكترونية والهواتف النقالة والمعارض وأية وسائط إعلامية أخرى. الانتساب لتطبيق لبيك: هي عملية تسجيل عضوية في أي خدمة من خدمات تطبيق لبيك المختلفة. الطرف الثالث: هو أي عميل او مقدم خدمات او وسيلة إعلامية ، أو تجارية أو دعائية أو أي شركة أو جهة حكومية أو خاصة ترتبط مع تطبيق لبيك، بعقود لتوريد خدمات أو الحصول عليها أو عمل دعاية وإعلان أو خدمات او أي أنشطة ما من شأنه أن يسهم في خدمات التطبيق.

# إخلاء المسؤولية

يتيح تطبيق لبيك للعملاء والمستخدمين المنتسبين إليه المشاركة في التعليق على الخدمات والمنتجات وتقديم نصائح مختلفة بخصوص استخدام منتجات بعينها أو تقنيات مختلفة، كما يوفر تطبيق لبيك من خلال أطراف ثالثة محتويات ومعلومات لمنتجات معروضة، وبما لا يخالف الأحكام العامة والقوانين أو يخل بها تبعاً للقوانين المحلية في المملكة العربية السعودية. ولا يوفر أي ضمانة لسلامة المعلومات والتعليقات التي يقدمها المستخدم لأي طرف ثالث لا يتحمل تطبيق لبيك أية مسئولية مباشرة أو غير مباشرة عن أية خسائر أو أضرار يتعرض لها المستخدمين او العملاء سواء كانوا طبيعيين او اعتباريين، أو شركات أو جهات تنشأ . بسبب استخدام التطبيق. حتى مع التبليغ عن تلك الأضرار والخسائر، فإن تطبيق لبيك لا يمتلك التحكم الكامل فيما ينشره المنتسبون لخدماته المختلفة ولا يراجع كافة ما يتم نشره لحظيا سواء أو توماتيكيا أو يدويا.

لا يتحمل تطبيق لبيك فقدان أي من العملاء او المنتسبين إلية مشاركات أو معلومات أو محتويات بكافة أشكالها، ولا يضمن استعادتها كلها أو جزء منها مهما كان السبب في ذلك سواء بقصد أو بدون قصد، كما لا يتحمل تطبيق لبيك مسئولية تأخر توفير الخدمات او المنتجات أو انقطاعها أو تعليقها لأي سبب من الأسباب. لا يتحمل تطبيق لبيك مسئولية أية منتجات أو خدمات يتنج عنها استخدام يخالف القوانين المحلية والسلطات في اي بلد، ويتحمل المستخدم كافة المسئولية والتبعات لنوع التطبيق والاستخدام.

# الانتساب والاستخدام لتطبيق لبيك

يوفر تطبيق لبيك إمكانية تسجيل عضويات لإتمام عمليات الشراء أو التمتع بخدمات أخرى متعددة. ويقر المستخدم لهذه الخدمة مسئوليته الكاملة عن الحفاظ على كلمات السر الخاصة به، واستخدامه الفريد لحسابه الخاص دون منح حق الوصول أو الاستخدام لهذا الحساب لأي شخص أو جهة أخرى.

يقر المنتسب لتطبيق لبيك بصحة كافة بياناته، وشموليتها من حيث الاسم والعنوان البريدي ورقم الهاتف وعنوان البريد الإلكتروني وأرقام بطاقات الانتمان المزمع استخدامها في عمليات الشراء، ويتحمل المنتسب لتطبيق لبيك اية أضرار تنتج عن عدم صحة هذه البيانات والمعلومات أو عدم تحديثها فور تغييرها. كما يحق لتطبيق لبيك إجراء تحقيق حول صحة هويتك أو بياناتك بواسطة المتجر أو بواسطة أطراف أخرى لضمان حقوق تطبيق لبيك في إتمام عمليات البيع خاصة عمليات الدفع ببطاقات الإئتمان. لا يتحمل تطبيق لبيك مسئولية ضياع أو سرقة الاشتراكات الخاصة بالمنتسبين لخدماته المختلفة. كما يحتفظ تطبيق لبيك بحقه في مقاضاة كل من ينتهك هذا البند عمدا أو بغير عمد بما يمكن أن يؤدي إلى الإضرار بتطبيق لبيك أو أي طرف ثالث. يحق لتطبيق لبيك إيقاف أية عضوية انتساب في أي وقت و لأي سبب، وخاصة الاسباب التي تتعلق بالنصب وسرقة بطاقات الإنتمان أو التحايل على القوانين أو انتهاك سياسة الخصوصية أو انتهاك الشروط والأحكام، وكذلك بأية شروط وأحكام فرعية مخصصة لكل خدمة.

### الدعاية والإعلان

انتسابك لتطبيق لبيك يخولك أوتوماتيكيا لاستقبال رسائل دعائية ونشرات بريدية من التطبيق أو من أحد شركائه، إن هذه الرسائل يتم استخدامها لتعريفك، أو تتبيهك بالخدمات ، او الإرشادات أو بما هو جديد في المتجر من منتجات أو بتوفر قطع معينة بأسعار مخفضة أو بأية أخبار أو عروض تخفيض نرى أنها قد تهمك.

### التعهدات والضمانات

يتعهد المستخدمين والعملاء ومقدمي الخدمات والموردين بضمان أن جميع البيانات والمعلومات التي يوفرها لأي خدمة من خدماته المختلفة هي بيانات صحيحة وكاملة وغير مزورة. كما يتعهد باستخدام بطاقات ائتمانية صحيحة وصالحة وتقع تحت حيازته القانونية.

## الضمان على المنتجات

المنتجات والخدمات الموجودة في تطبيق لبيك تخضع لضمان الموردين ومقدمي الخدمات.

# المنتجات والخدمات والموردين ومقدمي الخدمة

يقوم تطبيق لبيك باعتماد المنتجات والخدمات والموردين ومقدمي الخدمات التي يضمن جودة عملهم وخدماتهم للعملاء والمستخدمين للتطبيق. كما أن . جميع الخدمات والمنتجات والموردين ومقدمي الخدمات يخضعون للتقييم من خلال إدارة التطبيق ويحق للتطبيق ازالتهم او منع خدماتهم ومنتجاتهم في أي وقت. يتعهد مستخدمي تطبيق لبيك بالتعويض عن أية خسائر أو أضرار تنشأ عن عدم التزامه بهذه الشروط والأحكام، وأن يتحمل تكاليف ومصروفات الدعاوى القضائية المباشرة والغير مباشرة مهما كانت.

## جودة الخدمات

تطبيق لبيك يسعى جاهدا لتقديم أعلى جودة ممكنة لمستخدمي خدماته المتعددة، كما يحاول تطوير هذه الخدمات وزيادة معدلات رضى المتعاملين كما يحاول توفير خدماته بصورة دائمة، الا تحت ظروف قاهرة وخارجة عن الارادة.

## سياسة الاسترجاع والاستبدال

1- لا تخضع خدمات التطبيق لسياسة الاسترجاع والاستبدال.

## سياسة الخصوصية

يحق لتطبيق لبيك التواصل واستخدام معلومات المستخدمين والعملاء، كما انه يقدر ويراعي خصوصية المستخدمين لقنواته الإعلامية المختلفة، ويحرص على سرية كافة البيانات التي يتم جمعها منهم، ولذا فإن تطبيق لبيك لن يقوم بتسليم أية بيانات خاصة بك إلى أي طرف ثالث. يعمل تطبيق لبيك وفق قوانين المملكة العربية السعودية وتخضع كافة اتفاقيات الاستخدام وسياسات التطبيق لهذه القوانين.

# سياسة الخصوصية

# البند الأول: مقدمة

إيمانًا بأهمية البيانات وسريتها، وحرصًا من إدارة تطبيق (لبيك) على تقديم أفضل مستويات الخدمة . مع الالتزام بالمحافظة على سرية وخصوصية معلومات المستخدم والمواد وخصوصية بيانات المدخلة، فإن إدارة التطبيق تلتزم بالمحافظة على سرية وخصوصية معلومات المستخدم والمواد المدخلة من قبلهم كأساس لسياسة الخصوصية، ولن تقوم إدارة التطبيق بالإفصاح عن تلك المعلومات إلا وفقًا للضوابط المحددة والمنصوص عليها في البند الرابع (الاستخدام والإفصاح).

# البند الثاني: معلومات المستخدم يقصد ببيانات ومعلومات المستخدم كل وأي مما يلي:

أ- البيانات الشخصية المستخدمة في التسجيل.

ب- بيانات الموقع الجغرافي للمستخدم وتحركاته.

ج- معلومات بيانات الاتصال والتحديثات المتعلقة بالاستخدام.

د - المعلومات الأخرى المدخلة من المستخدم مثل طلبات تصريح الخروج والبلاغات وإجابات الاستبيانات.

# البند الثالث: جمع المعلومات وتخزينها

أ - جمع المعلومات:

1- معلومات الاتصال: إن التطبيق يقوم بجمع بعض بيانات الجهاز التي تساعد على تحسين التجربة، مثل لغة الجهاز ونوع النظام. كما
يقوم التطبيق بتتبع الموقع الجغرافي للمستخدم للإشعارات والخدمات الأخرى في التطبيق.

2- المعلومات المدخلة: يتم حفظ المعلومات المدخلة من المستخدم مثل البلاغات والإجابة عن أي استبيانات يتم عرضها من خلال التطبيق. خصائص الجهاز: لتقديم الخدمات يحتاج التطبيق الوصول الى بعض معلومات المستخدم والجهاز مثل: الموقع GPS، البلوتوث، BE، الكاميرا، ملفات الجهاز: يتيح التطبيق إمكانية إرفاق ملفات لإتمام الطلبات (صور، PDF)

ب- تخزين المعلومات:

يتم تخزين المعلومات الخاصة بالمستخدم في الخوادم التي تحددها إدارة التطبيق ، وتحرص إدارة التطبيق على أن تكون هذه الخوادم محمية من الاختراق والدخول غير المصرح وفق المعايير المتبعة.

# البند الرابع: الاستخدام والإفصاح

أ- ينحصر حق الاطلاع على معلومات المستخدمين للعاملين المخولين بذلك في إدارة التطبيق وللأغراض والاستخدامات التي تحددها السياسات المعتمدة لدى إدارة التطبيق.

ب- يجوز استخدام بيانات المستخدم غير المحددة لهويته ضمن بيانات ومؤشرات إحصائية تراكمية ومشاركتها مع الجهات ذات العلاقة كافة ما تراه إدارة التطبيق مناسبًا. حسب

## البند الخامس: الروابط الخارجية

قد يقدم التطبيق روابط الأطراف أخرى، والتطبيق غير مسؤول عن كيفية جمع الأطراف الأخرى أو استخدامها لمعلومات التعريف الشخصية عن المستخدم، ويتحمل المستخدم المسؤولية الكاملة عن بياناته.

# البند السادس: مسؤولية المستخدم تجاه حماية الخصوصية

بهدف حماية معلومات المستخدم فإننا ننصح بما يلي:

أ- الاتصال الفوري بالدعم الفني للتطبيق عندما يعتقد المستخدم بأن شخصًا آخر استطاع الحصول على معلومات الدخول إلى حسابه في التطبيق أو أي معلومة سرية أخرى.

ب- عدم إعطاء أي معلومة سرية عبر الهاتف أو شبكة الإنترنت ما لم تعرف هوية الشخص أو الطرف المستقبل للمعلومة.

ج- عدم مشاركة معلومات الدخول ( اسم المستخدم وكلمة المرور) مع الأخرين، وعدم السماح للأخرين باستخدام حساب المستخدم في التطبيق.

د- استخدام التطبيق من خلال جهاز إلكتروني آمن مع إغلاق التطبيقات المتصلة بالإنترنت غير المستخدمة، والتأكد من أن برنامج الحماية من الغيروسات محدث على الدوام.

# البند السابع: أحكام عامة

- اسم الجهة المشرفة على التطبيق فندق وابراج مكة.
- تحتفظ إدارة تطبيق لبيك بحق إضافة أو تغيير أي من أحكام سياسة الخصوصية، وسوف تقوم إدارة تطبيق لبيك بإشعار المستخدم بذلك، ويحق لإدارة التطبيق إنهاء حساب المستخدم في حال عدم قبول المستخدم أي تغيير في سياسة الخصوصية.
  - إن اللغة العربية هي المعتمدة في تطبيق الأحكام والشروط، وفي حال نشأ خلاف في تفسير أي نص ورد بأي لغة أخرى فيقدم النص المكتوب باللغة العربية.

#### Terms and Conditions

#### Preface

Please read the Terms and Conditions carefully before starting. If you do not agree with any of the terms and conditions below, please stop using the Labaik application. Labaik application reserves the full right to amend, change or update these terms and conditions at any time, and these modifications, changes or updates are binding on you automatically and in a timely manner.

Introduction These terms and conditions govern all the services of the Labaik application, and once the products, services or information are purchased from the application, the customer is considered to have agreed to be bound by these terms and conditions immediately, and in the event that some services contain additional terms and conditions, they are immediately and consequentially binding. The preface mentioned above is an integral part of these terms and conditions.

#### **Definitions**

A definition of some of the terms that may appear in these terms and conditions unless the context of the terms and conditions requires otherwise:

Labaik App: It is a wholly owned project of Makkah Hotel and Towers.

Labaik application services: It is any service provided by the Labaik application that bears its official mark, in any media such as the Internet, newspapers, electronic magazines, mobile phones, exhibitions, and any other media.

Affiliation with the Labaik application: It is the process of registering membership in any of the different services of the Labaik application.

The third party: It is any customer, service provider, media, commercial, or advertising medium, or any company or governmental or private entity that is associated with the Labaik application, with contracts to supply or obtain services, or to conduct advertising, services, or any activities that would Contribute to application services.

# Evacuation responsibility

The Labaik application allows customers and users affiliated with it to participate in commenting on services and products and provide different advice regarding the use of specific products or different technologies. The Labaik application also provides, through third parties, contents and information for offered products, in a manner that does not violate or violate the general provisions and laws according to the local laws in the Kingdom of Saudi Arabia. It does not provide any guarantee of the integrity of the information and comments provided by the user to any third party.

The Labaik application does not assume any direct or indirect responsibility for any losses or damages suffered by users or customers, whether they are natural or legal, or companies or entities arising from the use of the application. Even with the reporting of these damages and losses, Labaik application does not have full control over what is published by members of its various services and does not review all that is published in real time, whether automatically or manually.

The Labaik application is not responsible for the loss of any of its customers or affiliates with posts, information or content in all its forms, and it does not guarantee the recovery of all or part of it, whatever the reason for that, whether intentionally or unintentionally, and the application is not responsible for the delay in providing services or products or interruption or suspension for any reason. The Labaik application does not bear responsibility for any products or services that result in use that violates local laws and authorities in any country, and the user bears all responsibility and consequences for the type of application and use.

### Affiliation and use of the Labaik application

The Labaik application provides the ability to register memberships to complete purchases or enjoy various other services. The user of this service acknowledges his full responsibility for maintaining his passwords and his unique use of his own account without granting access or use of this account to any other person or entity.

The member of Labaik application acknowledges the validity and comprehensiveness of all his data in terms of name, postal address, phone number, e-mail address, and credit card numbers to be used in purchases. Labaik application also has the right to conduct an investigation about the validity of your identity or data by the store or by other parties to ensure the rights of Labaik application in completing sales operations, especially credit card payments.

The Labaik application is not responsible for the loss or theft of subscriptions for members of its various services. The Labaik application also reserves the right to sue anyone who intentionally or unintentionally violates this clause, which could lead to harm to the Labaik application or any third party.

The Labaik application has the right to stop any affiliation membership at any time and for any reason, especially reasons related to fraud, theft of credit cards, circumvention of laws, violation of privacy policy, or violation of terms and conditions.

The subscriber to any of the services of the Labaik application acknowledges immediate compliance with these terms and conditions, as well as any sub-terms and conditions specific to each service.

# Publicity and announcement

Your affiliation with Labaik application automatically entitles you to receive promotional messages and postal newsletters from the application or from one of its partners. These messages are used to introduce you, or alert you to services, instructions, or what is new in the store in terms of products, or the availability of certain parts at reduced prices, or any news or offers. We see that it may interest you.

# Representations and warranties

Users, customers, service providers and suppliers undertake to ensure that all data and information provided by it for any of its various services are correct, complete and not forged. He also undertakes to use correct and valid credit cards that are under his lawful possession.

### Warranty on products

The products and services on the Labaik application are subject to the guarantee of suppliers and service providers.

### Products, services, suppliers and service providers

The Labaik application certifies products, services, suppliers and service providers that guarantees the quality of their work and services to customers and users of the application.

Also, all services, products, suppliers, and service providers are subject to evaluation through the application management, and the application has the right to remove them or prevent their services and products at any time.

The users of the Labaik application undertake to compensate for any losses or damages arising from its failure to comply with these terms and conditions or its violation of any of the undertakings and guarantees contained in these terms and conditions, and to bear the costs and expenses of direct and indirect lawsuits, whatever they may be.

# Quality of services

Labaik application strives to provide the highest possible quality to the users of its various services. It also tries to develop these services and increase customer satisfaction rates. It also tries to provide its services permanently, except under force majeure and beyond control.

## Return and exchange policy

1- The application services are not subject to the return and exchange policy.

## Privacy policy

The Labaik application has the right to communicate and use the information of users and customers. It also appreciates and takes into account the privacy of users of its various media channels, and is keen on the confidentiality of all data collected from them. Therefore, the Labaik application will not hand over any data of yours to any third party. The Labaik application operates in accordance with the laws of the Kingdom of Saudi Arabia, and all usage agreements and application policies are subject to these laws.

### **Privacy Policy**

### First clause: introduction

Believing in the importance of data and its confidentiality, and keenness of the management of the (Labik) application to provide the best levels of service, while committing to maintaining the confidentiality and privacy of user data and the data entered, the application management is committed to maintaining the confidentiality and privacy of user information and materials entered by them as a basis for the privacy policy, and The application management will not disclose that information except in accordance with the specific controls stipulated in the Fourth Clause (Usage and Disclosure).

#### Second clause: user information

User data and information means all and any of the following:

- A- Personal data used in registration.
- B- Data of the user's geographical location and movements.
- C- Contact information and updates related to usage.

D-Other information entered by the user, such as exit permit requests, notifications, and questionnaire answers.

# Third clause: information collection and storage

A- Information gathering:

- 1- Contact information: The application collects some device data that helps improve the experience, such as device language and system type. The app also tracks the user's geographic location for notifications and other services in the app.
- 2- The information entered: The information entered by the user, such as communications and answers to any questionnaires displayed through the application, is saved.
- 3- Device characteristics: To provide services, the application needs access to some user and device information such as: GPS location, Bluetooth, BLE, camera, device files: The application allows you to attach files to complete requests (photos, PDF)

B-Information storage: The user's information is stored in the servers specified by the application management, and the application management is keen to ensure that these servers are protected from hacking and unauthorized entry in accordance with the applicable standards.

### Fourth clause: use and disclosure

A- The right to access user information is limited to the employees authorized to do so in the management of the application and for the purposes and uses determined by the policies approved by the management of the application

C- Unidentified user data may be used within cumulative statistical data and indicators and shared with all relevant authorities as the application management deems appropriate.

#### Fifth clause: External Links

The application may provide links to other parties, and the application is not responsible for how other parties collect or use personally identifiable information about the user, and the user bears full responsibility for his data.

### Sixth clause: The User's Responsibility for Privacy Protection

In order to protect user information, we recommend the following:

A-Immediate contact with technical support for the application when the user believes that another person was able to obtain access information to his account in the application or any other confidential information.

B-Not to give out any confidential information over the phone or the Internet unless the identity of the person or party receiving the information is known.

C- Not to share the login information (username and password) with others, and not to allow others to use the user account in the application.

D-Using the application through a secure electronic device, closing unused applications connected to the Internet, and ensuring that the virus protection program is always updated.

#### Seventh clause: General Provisions

- -The name of the entity supervising the application Makkah Hotel and Towers.
- -The management of the (Labik) application reserves the right to add or change any of the provisions of the privacy policy, and the management of the Labik application will notify the user of that, and the application management has the right to terminate the user's account in the event that the user does not accept any change in the privacy policy.
- The Arabic language is the approved language in the application of the terms and conditions, and in the event that a dispute arises in the interpretation of any text mentioned in any other language, the text written in the Arabic language shall be submitted.