



TERMS AND CONDITIONS

Platform User Agreement

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[Bayata Company for Information Technology]

Commercial Registration No. [7033191102]

[Damman Rd., Al Yarmuk Dist. Riyadh, Postal Code: 13251]

Kingdom of Saudi Arabia

Table of Contents

Table of Contents.....	2
Important Notice to All Users	5
1. The Parties and Scope of this Agreement	6
2. Definitions	6
3. Rules of Interpretation	8
4. Nature of the Platform and the Company's Role.....	8
4.1 The Company is an intermediary	8
4.2 No control over Talents	8
4.3 No warranty as to Talents, Customers or Services	9
4.4 Interaction between Users.....	9
5. Eligibility, Registration and Account Security	9
5.1 Age and legal capacity	9
5.2 Registration.....	9
5.3 Account security	10
6. Identity Verification, Licensing and Regulatory Compliance.....	10
6.1 Identity verification	10
6.2 Licences, permits and professional qualifications	10
6.3 Food and home-cooking services.....	11
6.4 Massage, wellness and personal-care services.....	11
6.5 Performance, entertainment and musical services	11
6.6 Regulated advice.....	11
6.7 Consequences of non-compliance	12
7. Prohibited Services and Prohibited Conduct.....	12
7.2 Absolutely prohibited Services	12
7.3 Restricted or conditionally prohibited Services.....	12
7.4 Prohibited conduct	13
8. Listings, Booking Process and Formation of the Service Contract	14
8.1 Listings and quotations.....	14
8.2 Formation of the Service Contract.....	14
8.3 Terms of the Service Contract.....	14
8.4 Performance of the Service	14
9. Payments.....	15
9.1 Payment through the Platform	15
9.2 Pricing and Total Price	15
9.3 Authorisation, capture and settlement.....	15
9.4 Limited collection agency	15
9.5 Payouts to Talents	16
9.6 Chargebacks and payment reversals	16
10. Commission, Fees and Deductions	16

10.1 The Commission.....	16
10.2 Variation of the Commission.....	16
10.3 Other fees.....	17
10.4 VAT and taxes	17
10.5 Currency	17
10.6 Set-off, withholding and recovery	17
11. Anti-Circumvention.....	18
12. Independent Contractor Status; No Employment Relationship	18
13. Cancellation, No-Show and Refunds.....	19
13.2 Cancellation by the Customer	19
13.3 Cancellation by the Talent.....	20
13.4 No-show	20
13.5 Late arrival	20
13.6 Refund eligibility on grounds of defective performance.....	20
13.7 Repeated cancellation	21
13.8 Force Majeure cancellation.....	21
13.9 The Company's discretion	21
14. User Content, Ratings and Reviews	21
14.1 Ownership and licence	21
14.2 Warranties as to User Content.....	21
14.3 Moderation and removal	22
14.4 Ratings and reviews.....	22
15. Talent Code of Conduct	22
16. Customer Code of Conduct.....	23
17. Trust, Safety and Platform Integrity	24
17.1 Investigations.....	24
17.2 Enforcement measures.....	24
17.3 Anti-fraud, anti-money laundering and sanctions.....	24
17.4 Emergencies	25
18. Intellectual Property.....	25
18.1 Company Intellectual Property.....	25
18.2 Feedback	25
18.3 Infringement complaints	25
19. Disputes Between Users.....	26
20. Complaints and Appeals.....	26
20.1 Complaints to the Company.....	26
20.2 Appeals against enforcement action	27
20.3 External recourse	27
21. Platform Availability and Disclaimer of Warranties	27
22. Limitation of Liability.....	28

23. Indemnity	29
24. Confidentiality and Data Protection	29
24.1 Confidentiality	29
24.2 Data protection	29
24.3 Device permissions	30
25. Force Majeure	30
26. Governing Law and Jurisdiction	30
27. Suspension and Termination	31
27.1 Termination by you	31
27.2 Suspension and termination by the Company	31
27.3 Consequences of termination	32
27.4 Survival	32
28. Electronic Contracting, Consent and Communications	32
29. Changes to this Agreement; Future Services	33
29.1 Amendment	33
29.2 Future services and features	33
29.3 Artificial intelligence and automated processing	33
30. General Provisions	34
31. Contact Details	35

Important Notice to All Users

These Terms and Conditions constitute a legally binding agreement. Please read them carefully before creating an Account or using the Platform.

By creating an Account, accessing the Platform, or using any Service made available through it, you confirm that you have read, understood, and agreed to be bound by these Terms. If you do not agree, you must not use the Platform.

This Agreement contains provisions that materially affect your legal rights, including:

- Clause 4 (Nature of the Platform), which establishes that the Company is an intermediary and is not a party to any Service Contract between a Customer and a Talent;
- Clause 12 (Independent Contractor Status), which confirms that no employment relationship arises between the Company and any Talent;
- Clause 22 (Limitation of Liability), which limits the Company's financial liability to you;
- Clause 23 (Indemnity), under which you assume liability for certain claims;
- Clause 26 (Dispute Resolution and Governing Law), which requires disputes to be resolved before the competent courts of the Kingdom of Saudi Arabia under Saudi law.

The Company does not provide the Services listed on the Platform. The Company does not employ, supervise, direct, or control any Talent. The Company does not warrant the quality, safety, legality, or outcome of any Service. Responsibility for the Services rests with the Talent who provides them.

1. The Parties and Scope of this Agreement

1.1 This Agreement is entered into between:

(a) [Bayata Company for Information Technology], a company incorporated under the laws of the Kingdom of Saudi Arabia under Commercial Registration No. [7033191102], having its registered office at [Damman Rd., Al Yarmuk Dist. Riyadh, Postal Code: 13251], the owner and operator of the Talinoo platform (the "Company", "Talinoo", "we", "us" or "our"); and

(b) you, being any natural or legal person who registers for, accesses, or uses the Platform in any capacity (the "User", "you" or "your").

1.2 The Platform serves two categories of User: (a) Customers, who seek to discover, book and pay for Services; and (b) Talents, who offer and perform Services. A single person may hold both capacities, in which case the obligations applicable to each capacity apply independently and cumulatively.

1.3 This Agreement governs your access to and use of the Platform. It does not govern the performance of any Service. The performance of a Service is governed by the Service Contract formed directly between the Customer and the Talent in accordance with Clause 8.

1.4 The following documents are incorporated into this Agreement by reference and form an integral part of it (together, the "Platform Policies"):

- the Privacy Policy;
- the Acceptable Use and Community Standards Policy;
- the Payments, Fees and Refunds Policy;
- the Trust, Safety and Verification Policy;
- the Intellectual Property and Copyright Policy;
- any additional policy, guideline, or supplementary term published on the Platform and expressly stated to form part of this Agreement.

1.5 In the event of a conflict between this Agreement and a Platform Policy, this Agreement prevails, except where the Platform Policy expressly states that it prevails in respect of the specific subject matter it governs.

1.6 This Agreement is published in Arabic and English. In the event of any discrepancy, inconsistency or dispute as to interpretation, the Arabic version shall prevail, in accordance with the requirements of Saudi law.

2. Definitions

2.1 In this Agreement, unless the context otherwise requires, the following capitalised terms have the meanings set out below:

"Account" means the registered user profile created by a User to access the Platform, whether as a Customer, a Talent, or both.

"Agreement" means these Terms and Conditions, together with the Platform Policies, as amended from time to time in accordance with Clause 29.

"Applicable Law" means the laws, regulations, royal decrees, ministerial resolutions, implementing regulations, circulars and binding directives in force in the Kingdom of Saudi Arabia, including the E-Commerce Law and its Implementing Regulations, the Personal Data Protection Law and its Implementing Regulations, the Anti-Cyber Crime Law, the Anti-Money Laundering Law, the Law of Combating Crimes of Terrorism and its Financing, the Value Added Tax Law and its Implementing Regulations, and any regulation issued by a Competent Authority.

"Booking" means a confirmed engagement of a Talent by a Customer through the Platform in respect of a specified Service, at a specified time and place, for a specified Total Price.

"Booking Request" means a Customer's submitted request to engage a Talent, which does not become binding until accepted in accordance with Clause 8.

"Business Day" means any day other than Friday, Saturday, or an official public holiday in the Kingdom of Saudi Arabia.

"Chargeback" means a reversal of a payment initiated by a Customer's card issuer, bank, or payment provider.

"Commission" means the fee retained by the Company from the Total Price as consideration for the Platform Services, calculated in accordance with Clause 10.

"Company Content" means all content, software, design elements, trade marks, databases and materials owned by or licensed to the Company and made available on or through the Platform, excluding User Content.

"Competent Authority" means any governmental, regulatory, judicial, supervisory, or municipal body having jurisdiction over the Company, a User, or a Service, including without limitation the Saudi Central Bank (SAMA), the Saudi Data and Artificial Intelligence Authority (SDAIA), the Zakat, Tax and Customs Authority (ZATCA), the Ministry of Commerce, the Ministry of Municipal and Rural Affairs and Housing, the Ministry of Health, the Saudi Food and Drug Authority (SFDA), the Ministry of Human Resources and Social Development, the General Entertainment Authority, and any successor body.

"Customer" means a User who searches for, requests, books, or receives a Service through the Platform.

"Force Majeure Event" means an event as defined in Clause 25.1.

"Intellectual Property Rights" means patents, trade marks, service marks, trade names, domain names, copyright and related rights, database rights, design rights, know-how, trade secrets and all other intellectual property rights, whether registered or unregistered, and all applications for the same, anywhere in the world.

"Payout" means the amount payable to a Talent in respect of a completed Booking, being the Total Price less the Commission and less any other lawful deduction permitted under this Agreement.

"Payment Provider" means a licensed third-party payment service provider, payment gateway, or financial institution engaged by the Company to process payments, which shall at all times be duly licensed or authorised by SAMA where such licensing is required.

"Personal Data" means has the meaning given to it in the Personal Data Protection Law promulgated by Royal Decree No. M/19 dated 09/02/1443H, as amended, and its Implementing Regulations.

"Platform" means the Talinoo mobile application (in all versions and on all operating systems), any associated website, application programming interface, and all related digital services operated by the Company.

"Platform Services" means the intermediation, discovery, listing, communication, booking, payment-facilitation and support services provided by the Company through the Platform, as more fully described in Clause 4.

"Prohibited Service" means any service falling within the categories set out in Clause 7 or otherwise prohibited under Applicable Law or the Platform Policies.

"Service" means a talent-based, skill-based or creative service offered by a Talent through the Platform, including without limitation home cooking and professional culinary services, artistic and design services, painting, traditional and contemporary musical performance, oud performance, vocal performance (where lawfully permitted), massage and wellness services (where lawfully licensed), makeup artistry, henna artistry, event entertainment, photography, handcraft creation, coaching, training, and other freelance professional services.

"Service Contract" means the contract for the provision of a Service formed directly between a Customer and a Talent upon confirmation of a Booking, to which the Company is not a party.

"Talent" means a User who registers to offer, list, or perform Services through the Platform, acting at all times as an independent contractor and not as an employee, agent, partner or representative of the Company.

"Total Price" means the aggregate amount payable by a Customer in respect of a Booking, comprising the Service fee, any applicable platform or service charge, and any applicable Value Added Tax or other governmental levy.

"User Content" means any content, material, data, text, image, audio, video, review, rating, message, or other information submitted, uploaded, transmitted, or otherwise made available on or through the Platform by a User.

"VAT" means value added tax imposed under the Value Added Tax Law of the Kingdom of Saudi Arabia and its Implementing Regulations, or any equivalent tax in another jurisdiction in which the Company operates.

3. Rules of Interpretation

3.1 Headings are inserted for convenience only and do not affect the construction of this Agreement.

3.2 Words in the singular include the plural and vice versa. Words denoting one gender include all genders.

3.3 A reference to a statute, regulation or statutory provision is a reference to it as amended, extended, consolidated or re-enacted from time to time, and includes any subordinate legislation made under it.

3.4 The words "including", "includes", "such as" and "in particular" are to be construed as illustrative and shall not limit the generality of the preceding words. Any list of examples in this Agreement is non-exhaustive.

3.5 A reference to writing or written includes email, in-application messaging, and other durable electronic communication, in accordance with the Electronic Transactions Law of the Kingdom of Saudi Arabia.

3.6 References to Clauses are references to clauses of this Agreement unless otherwise stated.

3.7 No rule of construction shall operate to the disadvantage of the Company by reason of the Company having drafted this Agreement.

3.8 All references to time are to Arabian Standard Time (AST, UTC+3) and all references to currency are to Saudi Riyals (SAR) unless expressly stated otherwise.

4. Nature of the Platform and the Company's Role

4.1 The Company is an intermediary

4.1.1 The Platform is a technology intermediary. Its sole function is to enable Customers and Talents to discover one another, communicate, agree the terms of a Service, form a Booking, and effect payment.

4.1.2 The Company does not perform, deliver, supply, or carry out any Service. The Company is not a caterer, a food establishment, a performance agency, a wellness or massage establishment, a beauty salon, a staffing agency, an employment agency, a recruitment business, an event organiser, or a provider of any of the Services listed on the Platform.

4.1.3 The Company does not act as the agent, representative, broker, sponsor, guarantor, or fiduciary of any User, save that the Company acts as the Talent's limited collection agent solely for the purpose set out in Clause 9.4.

4.2 No control over Talents

- 4.2.1** The Company does not select, assign, direct, supervise, manage, schedule, discipline, or control any Talent, nor does it prescribe the manner, method, sequence, or means by which any Service is performed.
- 4.2.2** Talents determine independently: whether to accept or decline any Booking Request; the price at which they offer their Services (subject to Clause 9.2); the equipment, materials, tools, ingredients and personnel they use; their working hours and availability; the geographic area in which they operate; and whether to offer services outside the Platform.

4.3 No warranty as to Talents, Customers or Services

- 4.3.1** The Company does not guarantee, warrant, endorse, or assume responsibility for the identity, qualifications, competence, licensing status, background, reliability, honesty, or conduct of any User.
- 4.3.2** The Company does not guarantee, warrant, or assume responsibility for the quality, safety, timeliness, legality, suitability, hygiene, or outcome of any Service, nor for any goods, materials, food, or products supplied in connection with a Service.
- 4.3.3** Verification measures described in Clause 6 and in the Trust, Safety and Verification Policy are risk-reduction measures only. They are not a guarantee, certification, endorsement, or warranty of any kind, and must not be relied upon as such.
- 4.3.4** The Company does not guarantee that any Customer will receive Booking Requests fulfilled, or that any Talent will receive any minimum volume of Bookings, any minimum income, or any Bookings at all.

4.4 Interaction between Users

- 4.4.1** You acknowledge that the Platform may bring you into contact with persons whom you do not know, and that Services may be performed in private residences, private venues, or other non-public locations. You are solely responsible for exercising due care and sound judgement in your interactions with other Users.
- 4.4.2** You are strongly advised to review a User's profile, ratings, reviews, and verification status before entering into a Booking, and to communicate exclusively through the in-application messaging function so that a record is retained.

5. Eligibility, Registration and Account Security

5.1 Age and legal capacity

- 5.1.1** The Platform is available only to persons who have attained the age of eighteen (18) years and who possess full legal capacity to enter into binding contracts under Applicable Law.
- 5.1.2** The Platform is not directed at, and must not be used by, children. The Company does not knowingly collect Personal Data from any person under the age of eighteen (18). If the Company becomes aware that an Account has been created by or on behalf of a person under that age, it shall suspend the Account immediately and delete the associated Personal Data in accordance with the Privacy Policy.
- 5.1.3** Where a Customer books a Service which is to be received by or performed in the presence of a minor (for example, an entertainer or a trainer engaged for a child's event), the Customer must be an adult, must remain legally responsible for the minor throughout, and must ensure that a responsible adult is present for the duration of the Service. Talents must not, under any circumstances, be left alone and unsupervised with a minor.

5.2 Registration

- 5.2.1** To use the Platform you must register an Account and provide accurate, current and complete information as requested during registration.

5.2.2 You warrant that all information you provide to the Company, at registration and thereafter, is true, accurate, complete and not misleading, and you undertake to keep it updated.

5.2.3 You may hold only one Account in each capacity unless the Company has given prior written consent. The creation of multiple Accounts to evade suspension, manipulate ratings, circumvent Commission, or otherwise breach this Agreement is a material breach.

5.2.4 The Company may refuse registration, or refuse to permit the reactivation of a closed Account, at its discretion and without obligation to provide reasons, where it has reasonable grounds to do so.

5.3 Account security

5.3.1 You are responsible for maintaining the confidentiality of your Account credentials, including your password, one-time passcodes, and any authentication device or method associated with your Account.

5.3.2 You must not sell, rent, lease, transfer, assign or otherwise permit any third party to use your Account. Each Account is personal to the registered User.

5.3.3 You are liable for all activity conducted through your Account, whether or not authorised by you, save to the extent that such activity results directly from the Company's own proven failure to implement reasonable technical and organisational security measures.

5.3.4 You must notify the Company immediately at

[support@talinoo.com] upon becoming aware of any unauthorised access to, or use of, your Account, or of any other breach of security. The Company may suspend the Account pending investigation.

5.3.5 The Company will never ask you to disclose your password. Any communication requesting your password should be treated as fraudulent and reported immediately.

6. Identity Verification, Licensing and Regulatory Compliance

6.1 Identity verification

6.1.1 The Company may require any User, and shall require every Talent, to complete identity verification prior to activation of the Account or prior to receiving any Payout. Verification may require submission of a valid Saudi National Identity card, Iqama (residency permit), passport, commercial registration certificate, freelance certificate, or such other documentation as the Company may reasonably specify, together with biometric or liveness checks.

6.1.2 The Company may re-verify a User at any time, and may suspend an Account where verification is not completed, where submitted documentation appears altered, forged or belonging to another person, or where the Company forms a reasonable suspicion of impersonation.

6.1.3 The Company may conduct background screening where permitted by Applicable Law and where it deems this appropriate to the risk profile of a category of Service, in particular for Services performed in private residences or in the presence of minors.

6.2 Licences, permits and professional qualifications

6.2.1 Each Talent is solely responsible for obtaining, holding, maintaining and renewing, at its own cost, every licence, permit, registration, certificate, insurance, and approval required under Applicable Law for the lawful performance of its Services, and for complying with every condition attached to them.

6.2.2 A Talent must not list, offer, accept a Booking for, or perform any Service which it is not lawfully licensed, permitted, or qualified to perform.

6.2.3 Without limiting Clauses 6.2.1 and 6.2.2, the following categories are subject to enhanced obligations:

6.3 Food and home-cooking services

6.3.1 A Talent offering food preparation, home cooking, catering, or any Service involving the preparation, handling, storage, transport or supply of food or beverages must hold every licence, permit, municipal approval and health certificate required by the relevant municipality, the Saudi Food and Drug Authority, and any other Competent Authority, including where applicable a productive-family or home-business licence and a valid personal health certificate for every individual handling food.

6.3.2 Such a Talent must comply with all applicable food safety, hygiene, temperature control, storage, labelling and allergen-disclosure requirements, and must disclose accurately, in advance and in writing, all ingredients and any allergen present in or capable of cross-contaminating the food supplied.

6.3.3 Such a Talent must not supply any food or beverage which is prohibited under Applicable Law, including any product containing alcohol, pork or any derivative thereof, or any non-halal ingredient, or any substance prohibited or restricted by the Saudi Food and Drug Authority.

6.3.4 The Company does not inspect kitchens, premises, food, ingredients, or preparation methods, and gives no warranty as to the safety, hygiene, or fitness for consumption of any food supplied by a Talent.

6.4 Massage, wellness and personal-care services

6.4.1 Massage, wellness, and personal-care Services may be listed only where the Talent holds every licence, permit and professional qualification required by the Ministry of Health, the relevant municipality, and any other Competent Authority, and only where the Service is performed in premises and in a manner permitted by those licences.

6.4.2 The Company operates a strict gender-compliance requirement: massage and personal-care Services involving physical contact must be provided only in accordance with the requirements of Applicable Law and the licensing conditions applicable to the Talent, and the Company reserves the right to restrict such Services to same-gender provision and to refuse or remove any listing which does not evidence compliance.

6.4.3 Any Service which is, or which is presented as, a pretext for sexual, escort, or adult services is strictly and absolutely prohibited under Clause 7, will result in immediate permanent termination, and will be reported to the competent authorities. The Company applies zero tolerance to this category without exception, warning, or appeal.

6.4.4 Massage and personal-care Talents must not offer, suggest, imply, or perform any act of a sexual nature, must not make any diagnostic, curative or therapeutic claim, and must not represent themselves as a medical practitioner or physiotherapist unless separately and lawfully licensed as such.

6.5 Performance, entertainment and musical services

6.5.1 A Talent offering musical performance, vocal performance, traditional or contemporary band performance, or event entertainment must ensure that the performance, its content, its venue, and its audience comply in every respect with Applicable Law and with any permit or approval required from the General Entertainment Authority, the relevant municipality, or any other Competent Authority.

6.5.2 The Customer is responsible for obtaining any venue permit, event permit, or public-gathering approval required in respect of the location at which a performance is to take place, unless the parties have expressly agreed otherwise in writing.

6.6 Regulated advice

6.6.1 No Talent may provide, through the Platform, any medical diagnosis, medical treatment, prescription, psychological or psychiatric therapy, legal advice, financial, investment, securities, insurance or tax advice, or any other service reserved by Applicable Law to a licensed professional, unless the Talent is duly licensed and has disclosed and evidenced that licence to the Company.

6.6.2 Coaching, training and mentoring Services must be presented clearly as such and must not be represented, directly or by implication, as regulated medical, psychological, legal, or financial advice.

6.7 Consequences of non-compliance

6.7.1 The Company may at any time require a Talent to produce evidence of any licence, permit, certificate or insurance. Failure to produce such evidence within the period specified by the Company entitles the Company to suspend the Talent's Account and to remove the relevant listings.

6.7.2 Submission of false, forged, expired, or altered documentation constitutes a material breach of this Agreement, entitles the Company to terminate the Account permanently and to withhold any Payout in accordance with Clause 10.6, and may be reported to the competent authorities.

7. Prohibited Services and Prohibited Conduct

7.1 The following Services must never be listed, offered, requested, solicited, booked, facilitated, or performed through the Platform. This list is non-exhaustive, and the Company may prohibit further categories at any time.

7.2 Absolutely prohibited Services

- Sexual services, escort services, companionship services of a sexual or romantic character, adult entertainment, pornography, and any Service used as a pretext for any of the foregoing.
- Any Service involving, facilitating, or connected to human trafficking, forced labour, exploitation, or the exploitation of any person under the age of eighteen (18).
- The supply, brokerage, or transport of narcotics, psychotropic substances, controlled drugs, prescription medicines, khat, or any substance prohibited under Applicable Law.
- The supply, brokerage, or transport of alcohol, pork or its derivatives, or any product prohibited in the Kingdom of Saudi Arabia.
- The supply, brokerage, modification, or transport of weapons, firearms, ammunition, explosives, or any dual-use or restricted item.
- Any Service which facilitates money laundering, terrorism financing, sanctions evasion, or the transfer of criminal proceeds.
- Any Service which constitutes or facilitates a criminal offence under the Anti-Cyber Crime Law, including unauthorised access to systems, distribution of malware, or interception of communications.
- Gambling, betting, lotteries, and games of chance played for money or money's worth.
- Any Service which infringes public order, public morals, religious values, or the sanctities of Islam, or which is otherwise prohibited under Applicable Law.

7.3 Restricted or conditionally prohibited Services

- Medical, dental, surgical, cosmetic-medical, injectable, or physiotherapeutic services, and any service reserved to a licensed healthcare practitioner, unless performed by a Talent holding a valid licence disclosed to and accepted by the Company.

- Legal, financial, investment, securities, insurance, tax, or accounting advice, unless performed by a Talent holding the requisite licence disclosed to and accepted by the Company.
- Political campaigning, political fundraising, electioneering, and any activity requiring a permit that has not been obtained.
- Fundraising, charitable collection, or solicitation of donations, unless duly licensed by the competent authority.
- Any Service requiring a licence, permit or approval which the Talent does not hold.

7.4 Prohibited conduct

7.4.1 You must not, and must not permit any other person to:

- impersonate any person, misrepresent your identity, age, gender, qualifications, licensing status or affiliation, or create a fake, duplicate or bot Account;
- harass, threaten, intimidate, stalk, defame, abuse, bully, or engage in hate speech against any person, or discriminate against any person on the basis of race, colour, nationality, ethnic or national origin, religion, sect, gender, age, disability, or any other protected characteristic;
- post, transmit or store any content which is unlawful, obscene, pornographic, violent, extremist, terrorist, defamatory, or which infringes the rights of any person;
- solicit, offer, or accept any payment outside the Platform in respect of a Service first discovered, introduced, or arranged through the Platform, or otherwise circumvent or attempt to circumvent the Commission (see Clause 11);
- post, procure, purchase, sell, trade, incentivise, or exchange any false, fake, manipulated, or reciprocal rating or review, or offer any inducement in return for a review;
- send spam, unsolicited commercial communications, chain messages, or bulk promotional messages, or harvest contact details of Users for any purpose;
- use the Platform to advertise, promote, or divert Users to any competing platform or to any off-Platform service;
- use any robot, spider, scraper, crawler, or automated means to access, extract, index, or copy the Platform or any data on it, or to circumvent any technical measure protecting the Platform;
- reverse engineer, decompile, disassemble, or attempt to derive the source code of the Platform, except to the extent that such restriction is expressly prohibited by Applicable Law;
- introduce any virus, worm, trojan horse, ransomware, or other malicious code, or conduct any denial-of-service attack, penetration test, or vulnerability scan against the Platform without the Company's prior written authorisation;
- interfere with, disrupt, or place an unreasonable load upon the Platform or its supporting infrastructure;
- use the Platform to engage in fraud, deception, or any conduct intended to obtain a Payout, refund, or Chargeback to which you are not entitled;
- use, disclose, or exploit any Personal Data obtained through the Platform for any purpose other than the performance of a Booking.

7.4.2 Breach of Clause 7.2 or of the anti-fraud, anti-circumvention, or child-safety provisions of this Agreement constitutes a material breach entitling the Company to terminate your Account immediately and permanently under Clause 27, to withhold sums under Clause 10.6, and to report the matter to the competent authorities.

8. Listings, Booking Process and Formation of the Service Contract

8.1 Listings and quotations

- 8.1.1** A Talent may publish a listing describing the Services it offers, its pricing, its availability, its service area, and any condition applicable to its Services. A listing must be accurate, complete, not misleading, and must not omit any material limitation, condition, exclusion, or additional cost.
- 8.1.2** A listing constitutes an invitation to treat and not a binding offer. The publication of a listing does not oblige a Talent to accept any Booking Request.
- 8.1.3** Where the Platform supports quotation-based Services, a Talent may submit a quotation in response to a Customer's request. A quotation must state the scope of the Service, the price, any assumption on which it is based, and its period of validity. A quotation is binding on the Talent for the stated validity period unless withdrawn before acceptance.

8.2 Formation of the Service Contract

- 8.2.1** A Customer submits a Booking Request specifying the Service, the date, the time, the location, and any relevant requirement.
- 8.2.2** A Booking Request constitutes an offer by the Customer to the Talent. It becomes a binding Booking only upon (a) the Talent's acceptance of the Booking Request through the Platform, and (b) the Customer's payment being successfully authorised or captured in accordance with Clause 9.
- 8.2.3** Upon the occurrence of both events in Clause 8.2.2, a Service Contract is formed directly and exclusively between the Customer and the Talent. The Company is not a party to the Service Contract, acquires no rights and assumes no obligations under it, and is not liable for its performance or non-performance by either party.
- 8.2.4** The Company will issue an electronic confirmation of the Booking to both parties. That confirmation evidences the formation of the Service Contract but does not make the Company a party to it.

8.3 Terms of the Service Contract

- 8.3.1** The terms of the Service Contract comprise: the listing or quotation as accepted; any variation expressly agreed between the Customer and the Talent through the in-application messaging function; and the mandatory terms which this Agreement stipulates must apply to every Service Contract, including the cancellation and refund provisions of Clause 13 and the conduct standards of Clauses 15 and 16.
- 8.3.2** Any variation to a Booking, including a change of scope, price, date, time or location, must be agreed through the Platform and recorded in the Booking. A variation agreed off-Platform is at the parties' own risk, is not recognised by the Company, and will not be taken into account in any dispute resolution process under Clause 19.

8.4 Performance of the Service

- 8.4.1** The Talent must perform the Service with reasonable skill and care, in accordance with the standard reasonably expected of a competent provider of that Service, in compliance with Applicable Law, and in accordance with the terms of the Service Contract.
- 8.4.2** The Customer must provide safe, lawful and reasonable access to the location at which the Service is to be performed, must provide any facility, utility, space or information reasonably necessary for the Service, and must ensure that the environment is safe and free from harassment, intimidation, or any unlawful demand.

8.4.3 A Talent is entitled to refuse to commence, or to discontinue, a Service without penalty and without loss of entitlement to the agreed price where the Customer or any person present: demands an unlawful act; demands a Prohibited Service; behaves abusively, threateningly or in a sexually inappropriate manner; is intoxicated; or where the environment is unsafe. The Talent must report the incident to the Company immediately through the Platform.

9. Payments

9.1 Payment through the Platform

9.1.1 All payments in respect of a Booking must be made through the Platform using a Payment Provider made available by the Company. Supported payment methods are set out on the Platform and may include

[HayperPay]. The Company may add, remove, or vary supported payment methods at any time.

9.1.2 Payment processing is performed by licensed third-party Payment Providers. The Company does not itself store full payment card numbers. Your use of a Payment Provider is subject to that provider's own terms and privacy policy, in addition to this Agreement.

9.1.3 By submitting payment details you warrant that you are lawfully entitled to use the payment instrument, that the funds are of lawful origin, and that you authorise the Company and its Payment Provider to charge the Total Price and any sum lawfully due under this Agreement.

9.2 Pricing and Total Price

9.2.1 The Talent sets the price for its Services. The Company may display, but does not set, that price, save that the Company may impose a minimum or maximum price band for a category of Service and may reject a listing whose price is manifestly misleading.

9.2.2 The Total Price will be displayed to the Customer before payment is authorised, itemised so far as reasonably practicable to show the Service fee, any platform or service charge borne by the Customer, and VAT.

9.2.3 The Talent must not impose any charge, surcharge, or fee which was not disclosed in the listing or the accepted quotation and agreed through the Platform. The demand of an undisclosed additional payment at or after the point of performance is a breach of this Agreement.

9.3 Authorisation, capture and settlement

9.3.1 The Company may authorise, hold, or capture the Total Price at the time of Booking, and may hold captured funds until the Service has been completed and the period for raising a dispute under Clause 19 has elapsed, or until any dispute raised within that period has been resolved.

9.3.2 Where the Company introduces an escrow arrangement, a stored-value wallet, or any similar holding mechanism, it will do so only through a Payment Provider duly licensed or authorised by SAMA where such licensing is required, and it will publish supplementary terms governing that mechanism. Those supplementary terms will form part of the Platform Policies.

9.3.3 The Company does not pay interest, profit, or any return on funds held pending settlement.

9.4 Limited collection agency

9.4.1 Each Talent appoints the Company as its limited payment collection agent for the sole purpose of receiving, holding, and disbursing funds paid by Customers in respect of Bookings.

9.4.2 A Customer's payment of the Total Price to the Company (or to its Payment Provider) discharges the Customer's payment obligation to the Talent under the Service Contract in full, as if the Customer had paid the Talent directly, notwithstanding any subsequent failure by the Company to remit the Payout to the Talent for any reason.

9.4.3 The appointment in Clause 9.4.1 does not make the Company a party to the Service Contract, an employer of the Talent, or a guarantor of any Customer's payment obligation.

9.5 Payouts to Talents

9.5.1 Following completion of a Booking, and subject to Clauses 9.3.1, 10.6 and 13, the Company will remit the Payout to the Talent's nominated bank account or wallet within the settlement period published on the Platform.

9.5.2 The Talent is responsible for the accuracy of its nominated payout details. The Company is not liable for any loss arising from the Talent's provision of incorrect, incomplete, or out-of-date payout details.

9.5.3 The Company may withhold a Payout in whole or in part where Clause 10.6 applies.

9.6 Chargebacks and payment reversals

9.6.1 Where a Customer initiates a Chargeback, the Company may suspend the corresponding Payout pending the outcome, and may recover from the Talent any amount already disbursed in respect of the disputed Booking by set-off against future Payouts or by direct recovery.

9.6.2 The initiation of a Chargeback in respect of a Service which was in fact performed, or otherwise in bad faith, constitutes a material breach of this Agreement and may result in immediate suspension of the Customer's Account and recovery of the sums concerned together with any Chargeback fee levied on the Company.

9.6.3 A Customer who is dissatisfied with a Service must first raise the matter through the dispute process in Clause 19 before initiating a Chargeback. The Company reserves the right to present evidence of the Customer's use of, or failure to use, that process to the card issuer.

10. Commission, Fees and Deductions

10.1 The Commission

10.1.1 In consideration of the Platform Services, the Company retains a Commission of 10% of the Total Price in respect of each completed Booking. The Commission is deducted from the amount paid by the Customer, and the balance is remitted to the Talent as the Payout.

10.1.2 By way of illustration only: where a Customer pays a Total Price of SAR 500 and the Commission rate is 10%, the Company retains SAR 50 and the Talent receives a Payout of SAR 450, subject to VAT treatment under Clause 10.4 and to any deduction permitted under Clause 10.6. This example is for illustration and does not fix the Commission rate.

10.1.3 The Commission is earned upon completion of the Booking and is non-refundable, save where the Company refunds the Customer in full pursuant to Clause 13, in which case the Commission attributable to that Booking is also refunded or is not levied.

10.2 Variation of the Commission

10.2.1 The Company may vary the Commission rate, and may apply different rates to different categories of Service, different tiers of Talent, promotional periods, or different territories.

10.2.2 The Company will give Talents not less than thirty (30) days' prior notice of any increase in the Commission rate, through the Platform or by email. The revised rate applies only to Bookings confirmed after the notice period has expired. A Talent who does not accept the revised rate may cease using the Platform and close its Account under Clause 27.1; continued use of the Platform after the notice period constitutes acceptance.

10.3 Other fees

10.3.1 The Company may levy additional fees which are disclosed on the Platform before they are incurred, including without limitation a customer service charge, a payment processing fee, a payout or transfer fee, a currency conversion margin, a cancellation fee under Clause 13, or a fee for optional promotional or visibility features.

10.3.2 Fees charged by a User's own bank, card issuer or payment provider are the responsibility of that User.

10.4 VAT and taxes

10.4.1 All amounts stated in this Agreement are exclusive of VAT unless expressly stated to be inclusive. VAT will be added and charged at the prevailing rate where the Company is required to do so under the Value Added Tax Law and its Implementing Regulations.

10.4.2 The Company will account to ZATCA for VAT on the Commission and on any other fee which it charges for the Platform Services, and will issue a tax invoice or credit note to the Talent in the form required by Applicable Law, including as required by the e-invoicing (Fatoora) regime.

10.4.3 Each Talent is solely and exclusively responsible for: determining whether it is required to register for VAT; registering for VAT where the applicable threshold is met or exceeded; charging, collecting, reporting and remitting VAT on the Services it supplies; issuing compliant tax invoices to Customers where required; and complying with the e-invoicing regime.

10.4.4 Each Talent is solely responsible for all taxes, zakat, levies, social insurance contributions (including any GOSI contribution), and governmental charges arising from its income, and for filing all returns required of it. The Company does not withhold income tax, does not deduct social insurance contributions, and does not act as a withholding agent on behalf of any Talent, save where obliged to do so by Applicable Law or by order of a Competent Authority.

10.4.5 The Company gives no tax advice. Each User should obtain independent professional advice as to its own tax position.

10.4.6 Where the Company is required by Applicable Law or by a Competent Authority to withhold or deduct any amount from a Payout, it may do so, and the Payout will be reduced accordingly. The Company will notify the Talent of any such withholding.

10.5 Currency

10.5.1 The Platform operates in Saudi Riyals (SAR). Where the Platform supports another currency, the applicable exchange rate and any conversion margin will be disclosed before payment is authorised.

10.6 Set-off, withholding and recovery

10.6.1 The Company may withhold, suspend, deduct from, or set off against any Payout or other sum owed to a User, any amount which that User owes to the Company, to another User, or to any third party under this Agreement, including without limitation: a refund due to a Customer under Clause 13; a Chargeback and any associated fee; a cancellation fee; a Commission or fee which remains unpaid; an amount obtained by fraud, misrepresentation, or breach of Clause 7 or Clause 11; and any amount which a Competent Authority requires the Company to withhold, freeze or remit.

10.6.2 Where the Company has reasonable grounds to suspect fraud, money laundering, terrorism financing, sanctions breach, or serious breach of this Agreement, it may withhold the entirety of a Payout pending investigation for such period as is reasonably necessary, and may freeze the Account. Where Applicable Law prohibits the Company from disclosing the reason for such action, it will not do so.

10.6.3 Where the sums available for set-off are insufficient, the User must pay the shortfall to the Company on demand, and the Company may pursue recovery through any lawful means.

11. Anti-Circumvention

11.1 The Company invests in the Platform, in Talent discovery, in Customer acquisition, and in trust and safety infrastructure. The Commission is the Company's consideration for that investment. Circumvention of the Commission therefore causes the Company direct and substantial loss.

11.2 Accordingly, where a Customer and a Talent have been introduced to one another through the Platform, neither may, for a period of twelve (12) months from the date of that introduction, solicit, agree, arrange, invoice, pay, or accept payment for any Service outside the Platform, whether or not the Service is the one originally requested.

11.3 Without limiting Clause 11.2, you must not:

- disclose or request an email address, telephone number, social media handle, bank account, IBAN, wallet address, or other off-Platform contact or payment detail before a Booking has been confirmed, except where the Platform expressly enables this;
- encourage, invite, or induce another User to transact off-Platform;
- cancel a Booking with the intention of performing or receiving the same Service off-Platform;
- accept payment in cash, by direct bank transfer, or by any other off-Platform means in respect of a Service arranged through the Platform;
- use the messaging function to communicate contact or payment details in an obfuscated form (including by image, by spelling out digits, or by coded language) in order to evade detection.

11.4 The Company may monitor communications on the Platform, including by automated means, to detect circumvention, in accordance with the Privacy Policy.

11.5 Breach of this Clause 11 is a material breach. The Company may, in addition to any other remedy: suspend or permanently terminate the Account; withhold any Payout; remove the User's listings; and recover from the User an amount equal to the Commission which would have been payable on the circumvented transaction, together with any cost reasonably incurred in investigating and enforcing this Clause.

11.6 Clause 11.2 does not prevent a Customer and a Talent from having a pre-existing relationship which predates and is independent of the Platform, provided that the User can evidence that relationship to the Company's reasonable satisfaction.

12. Independent Contractor Status; No Employment Relationship

12.1 Each Talent is an independent contractor. Nothing in this Agreement, and nothing in the operation of the Platform, creates or shall be construed as creating an employment relationship, a labour relationship, a contract of service, a partnership, a joint venture, a franchise, a sponsorship (kafala), an agency (save as expressly provided in Clause 9.4), or a fiduciary relationship between the Company and any Talent or any Customer.

- 12.2** The Company is not the employer of any Talent for the purposes of the Saudi Labour Law, the Social Insurance Law, or any equivalent law of any other jurisdiction. Accordingly, and without limitation, no Talent is entitled from the Company to: a salary or wage; annual leave, sick leave or public holiday pay; an end-of-service gratuity or award; GOSI or social insurance contributions; medical insurance; overtime; notice of termination; or any other benefit or protection afforded to an employee under Applicable Law.
- 12.3** Each Talent is responsible for its own tools, equipment, materials, insurance, licences, personnel, premises, and business costs, and bears the commercial and financial risk of its own business.
- 12.4** Each Talent is free to offer its services through any other platform, to any other customer, and by any other means, and to accept or decline any Booking Request without consequence, save that repeated cancellation after acceptance is subject to Clause 13.7.
- 12.5** Each Talent is responsible for its own compliance with any residency, work-authorisation, or freelance-licensing requirement applicable to it under Applicable Law, and warrants that it is lawfully entitled to perform the Services it offers within the Kingdom of Saudi Arabia. A Talent whose immigration or work status does not permit the performance of the Services must not use the Platform in that capacity.
- 12.6** Where the Talent is a legal person, it is responsible for its own personnel, and must ensure that every individual it deploys to perform a Service is lawfully entitled to do so, has been screened, and complies with this Agreement. The Talent is liable for the acts and omissions of its personnel as if they were its own.
- 12.7** No Talent has authority to bind the Company, to enter into any obligation on the Company's behalf, to make any representation on the Company's behalf, or to hold itself out as an employee, agent, or representative of the Company.

13. Cancellation, No-Show and Refunds

- 13.1** This Clause 13 forms a mandatory term of every Service Contract. The cancellation and refund entitlements set out here take precedence over any inconsistent term agreed between a Customer and a Talent, save where the Talent offers terms more favourable to the Customer.

13.2 Cancellation by the Customer

- 13.2.1** A Customer may cancel a Booking through the Platform. The refund entitlement depends upon the time of cancellation relative to the scheduled start time of the Service, as set out in the cancellation schedule published on the Platform and in the Payments, Fees and Refunds Policy.
- 13.2.2** Unless a different schedule is published on the Platform for a particular category of Service, the default schedule is:
- cancellation more than forty-eight (48) hours before the scheduled start time: full refund of the Total Price, less any non-refundable payment processing fee;
 - cancellation between twenty-four (24) and forty-eight (48) hours before the scheduled start time: refund of fifty per cent (50%) of the Service fee;
 - cancellation less than twenty-four (24) hours before the scheduled start time, or after the Service has commenced: no refund.
- 13.2.3** Where a Talent has, before cancellation, incurred a demonstrable and unavoidable cost in preparation for the Service (for example, the purchase of perishable ingredients, the commissioning of bespoke materials, or the payment of a non-refundable venue deposit), the Company may, acting reasonably and on the evidence submitted, permit the Talent to retain a proportionate part of the Total Price notwithstanding Clause 13.2.2. This applies only where the listing disclosed that such costs would be incurred.

13.3 Cancellation by the Talent

13.3.1 Where a Talent cancels a confirmed Booking for any reason other than a Force Majeure Event or a ground set out in Clause 8.4.3, the Customer is entitled to a full refund of the Total Price.

13.3.2 The Company may, in addition, apply one or more of the following to the cancelling Talent: a cancellation fee; a temporary reduction in search visibility; a mark on the Talent's public profile indicating the cancellation; suspension of the Account; or, in the case of repeated cancellation, permanent termination under Clause 27.

13.3.3 The Company may, where practicable, seek to identify an alternative Talent for the Customer, but is under no obligation to do so and does not guarantee that a replacement will be found.

13.4 No-show

13.4.1 A Talent who fails to attend at the agreed time and place, and who fails to notify the Customer and the Company of the failure, is a "no-show". A no-show entitles the Customer to a full refund of the Total Price, and entitles the Company to apply the measures in Clause 13.3.2.

13.4.2 A Customer who fails to attend, to provide access to the agreed location, or to be available to receive the Service at the agreed time, and who does not cancel in accordance with Clause 13.2, is a "no-show". In that event the Talent is entitled to retain the Service fee in full, subject to the Talent having attended, having waited for the grace period in Clause 13.5.2, and having recorded the no-show through the Platform.

13.5 Late arrival

13.5.1 A Talent who arrives more than thirty (30) minutes after the agreed start time without the Customer's agreement entitles the Customer to cancel the Booking and receive a full refund of the Total Price.

13.5.2 A Talent must wait for at least thirty (30) minutes beyond the agreed start time for a Customer who has not attended before recording the Customer as a no-show under Clause 13.4.2. The Talent must attempt to contact the Customer through the Platform during that period.

13.5.3 Where a Service is delivered late but is delivered and accepted, the parties may agree a proportionate reduction in the price through the Platform. Failing agreement, the matter may be raised as a dispute under Clause 19.

13.6 Refund eligibility on grounds of defective performance

13.6.1 A Customer may claim a refund, in whole or in part, where: the Service was not performed; the Service performed differed materially from the Service described in the listing or the accepted quotation; the Service was performed with a material lack of reasonable skill and care; the Talent was materially different from the person represented in the listing; or the Talent demanded an undisclosed additional payment in breach of Clause 9.2.3.

13.6.2 A refund claim must be submitted through the Platform within seventy-two (72) hours of the scheduled completion of the Service, or within such longer period as the Company may permit where the defect could not reasonably have been discovered within that period. Claims submitted after the applicable period may be refused.

13.6.3 A refund claim must be supported by such evidence as the Company reasonably requires, which may include photographs, video, the in-application message history, and any third-party report.

13.6.4 A refund claim will be determined in accordance with the dispute resolution process in Clause 19.

13.6.5 Refunds are made to the original payment method used for the Booking. The Company does not control the period within which a Customer's bank or card issuer credits a refund to the Customer's account, and is not liable for delay attributable to that institution.

13.6.6 Dissatisfaction which is a matter of subjective taste or preference, and which does not amount to a material departure from the Service as described, does not of itself give rise to a refund entitlement.

13.7 Repeated cancellation

13.7.1 The Company monitors cancellation rates. Where a User's rate of cancellation exceeds the threshold published on the Platform, or where the pattern of cancellation indicates bad faith, an attempt to circumvent the Commission, or an attempt to manipulate the Platform, the Company may: issue a warning; restrict the User's access to Bookings; reduce the User's visibility; suspend the Account; or terminate the Account permanently.

13.8 Force Majeure cancellation

13.8.1 Where a Booking cannot be performed because of a Force Majeure Event, neither party is in breach. The Customer is entitled to a full refund of the Total Price, or, where both parties agree, to a rescheduling of the Booking. Clause 25 applies.

13.9 The Company's discretion

13.9.1 Notwithstanding this Clause 13, the Company may, at its sole discretion and without creating any precedent or admission of liability, issue a refund, a partial refund, or a credit to a Customer, or make a goodwill payment to a Talent, where it considers this appropriate in the interests of trust and safety on the Platform. Where the Company does so, it may recover the amount from the User at fault in accordance with Clause 10.6.

14. User Content, Ratings and Reviews

14.1 Ownership and licence

14.1.1 You retain ownership of the Intellectual Property Rights in your User Content.

14.1.2 You grant to the Company a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sub-licensable licence to host, store, reproduce, adapt, translate, format, publish, publicly display, publicly perform, and distribute your User Content, for the purposes of operating, providing, promoting, and improving the Platform and the Platform Services, and for the purpose of marketing the Platform across any medium.

14.1.3 The licence in Clause 14.1.2 survives the termination of your Account in respect of (a) User Content which has been shared with, or incorporated into the content of, another User (including reviews and messages), and (b) copies retained in backup or archive systems, in each case until deleted in the ordinary course. It also survives to the extent that the Company is required to retain the content under Applicable Law.

14.1.4 You waive, to the fullest extent permitted by Applicable Law, any moral right you may have in your User Content, insofar as such waiver is necessary for the Company to exercise the licence in Clause 14.1.2.

14.2 Warranties as to User Content

14.2.1 You warrant in respect of all User Content you submit that: you own it or hold all rights necessary to grant the licence in Clause 14.1.2; it does not infringe any Intellectual Property Right, right of privacy, right of publicity, or other right of any person; it is not unlawful, defamatory, obscene, misleading, or in breach of

Clause 7; and where it depicts an identifiable person, you have obtained that person's consent to its use in accordance with the Personal Data Protection Law.

- 14.2.2** Photographs, portfolios and samples of work published by a Talent must be genuine, must be the Talent's own work, and must not be sourced from a third party, stock library, or another provider without a valid licence and clear attribution.

14.3 Moderation and removal

- 14.3.1** The Company does not pre-screen all User Content and is under no general obligation to monitor it. The Company may, however, review, moderate, edit, refuse, restrict access to, or remove any User Content at any time, with or without notice, where it considers on reasonable grounds that the content breaches this Agreement, breaches Applicable Law, or is otherwise objectionable.

- 14.3.2** The Company may act on a report from a User, a rights holder, or a Competent Authority, and may act on the output of automated detection systems. Automated action may be reviewed by a human upon appeal under Clause 20.

- 14.3.3** Removal of User Content does not of itself entitle the affected User to any refund, compensation, or credit.

14.4 Ratings and reviews

- 14.4.1** A rating or review may be submitted only by a User who was party to a completed Booking, and only in respect of the Service to which that Booking related.

- 14.4.2** A review must be truthful, must be based on the reviewer's own genuine and direct experience, and must relate to the Service. A review must not contain: abusive, discriminatory or obscene language; a threat; the Personal Data of any person; an allegation known to the reviewer to be false; or content unrelated to the Service.

- 14.4.3** It is strictly prohibited to: post a false or fabricated review; solicit, purchase, sell, trade or exchange reviews; offer any inducement, refund, discount, or gift in exchange for a review or for the removal or alteration of a review; post a review of one's own Account or of a competitor; threaten a negative review in order to obtain a discount, a free service, or any other advantage; or coerce, harass, or retaliate against a User in connection with a review.

- 14.4.4** The Company does not edit the substance of a review. The Company may remove a review which breaches Clause 14.4.2 or 14.4.3, or which is the subject of a successful dispute, and may remove the ratings associated with a Booking which was cancelled or refunded in full.

- 14.4.5** A Talent may publish a right of reply to a review. The right of reply is subject to the same standards as the review itself.

- 14.4.6** The Company does not verify the accuracy of any review and does not adopt or endorse the opinions expressed in any review. Reviews reflect the views of the User who posted them and not the views of the Company.

- 14.4.7** Ratings and reviews may be used by the Company as an input to search ranking, visibility, eligibility for features, and trust and safety decisions.

15. Talent Code of Conduct

- 15.1** In addition to its other obligations under this Agreement, each Talent must:

- hold and maintain every licence, permit, certificate and insurance required for its Services, in accordance with Clause 6;
- list only Services it is competent, qualified and lawfully entitled to perform, and describe them accurately and without exaggeration;
- honour every Booking it accepts, attend punctually, and notify the Customer and the Company promptly and in advance where attendance is not possible;
- perform the Service with reasonable skill and care and in a professional manner;
- behave respectfully, courteously and professionally at all times towards Customers, their families, their guests, their property, and any other person present;
- maintain appropriate personal hygiene and, where relevant to the Service, appropriate professional dress;
- respect the privacy, dignity, religious values, cultural sensitivities and property of the Customer and of any person present, and comply with the norms of the Kingdom of Saudi Arabia;
- never photograph, record, or livestream a Customer, a Customer's home, or any person present, without that person's express prior consent;
- never engage in any conduct of a sexual, romantic, flirtatious, or intimate nature with a Customer in the context of a Service;
- never attend under the influence of alcohol or any controlled substance;
- never bring an unauthorised third party to the location of a Service without the Customer's prior consent;
- disclose in advance any material risk, allergen, restriction, or limitation associated with the Service;
- never subcontract or delegate a Booking to another person without the Customer's prior consent given through the Platform, and remain fully liable for any person to whom performance is delegated;
- report to the Company promptly any incident, injury, damage, safety concern, or unlawful demand arising in connection with a Booking;
- maintain, where the nature of the Service makes it prudent, adequate public liability or professional indemnity insurance. The Company does not provide insurance cover to any Talent.

16. Customer Code of Conduct

16.1 In addition to its other obligations under this Agreement, each Customer must:

- provide accurate and complete information about the Service required, the location, the number of persons present, and any circumstance which could affect the safety, cost or feasibility of the Service;
- provide a safe, lawful, and reasonable working environment, free from hazard, harassment, intimidation and unlawful demand;
- attend punctually and provide access at the agreed time, or cancel in accordance with Clause 13;
- treat the Talent with respect, courtesy and dignity, and refrain from any abusive, threatening, discriminatory, or sexually inappropriate conduct, language, gesture, or proposition;
- never request, suggest, or induce a Talent to perform any Prohibited Service, any unlawful act, or any act outside the agreed scope;
- never photograph, record, or livestream a Talent without that Talent's express prior consent;
- pay the Total Price through the Platform and refrain from proposing or making any off-Platform payment, in accordance with Clause 11;

- refrain from initiating a Chargeback in bad faith or without first using the dispute process in Clause 19;
- refrain from using a review, or the threat of a review, as leverage;
- report to the Company promptly any incident, injury, damage, or safety concern arising in connection with a Booking.

16.2 A Talent is entitled to terminate a Service immediately, without refund, and to leave the location, where a Customer breaches this Clause 16 in a manner which is abusive, threatening, sexually inappropriate, or unlawful. Clause 8.4.3 applies.

17. Trust, Safety and Platform Integrity

17.1 Investigations

17.1.1 The Company may investigate any suspected breach of this Agreement, any report made by a User, any incident occurring in connection with a Booking, and any activity which appears fraudulent, unlawful, or harmful to the Platform or its Users.

17.1.2 In the course of an investigation the Company may: review Account information and Booking history; review in-application messages; request documentation, evidence or an explanation from a User; suspend an Account, a listing, or a Payout pending the outcome; and share information with a Payment Provider, an insurer, a professional adviser, or a Competent Authority.

17.1.3 Users must cooperate reasonably and promptly with any investigation, and must not destroy, conceal or falsify evidence. Failure to cooperate may itself be treated as a breach of this Agreement.

17.1.4 The Company is not an investigative or law-enforcement body. Its investigation is a contractual and commercial process, is conducted on the balance of the evidence reasonably available to it, and does not determine civil or criminal liability. Nothing in this Clause obliges the Company to investigate, and nothing creates a duty of care to any User in the manner or outcome of any investigation.

17.2 Enforcement measures

17.2.1 Where the Company determines, acting reasonably, that a User has breached this Agreement, it may take one or more of the following measures, proportionate to the seriousness of the breach and to any prior breach: issue a warning; require completion of remedial training or re-verification; remove or edit User Content; restrict access to a feature; reduce search visibility; impose a fee or recover a sum under Clause 10.6; suspend the Account temporarily; or terminate the Account permanently under Clause 27.

17.2.2 Where the breach involves a serious risk to the safety of any person, a child-safety concern, a sexual offence, violence, fraud, money laundering, terrorism financing, or a serious criminal offence, the Company may take immediate permanent action without prior warning and without a graduated response.

17.3 Anti-fraud, anti-money laundering and sanctions

17.3.1 The Company maintains controls designed to detect and prevent fraud, money laundering, terrorism financing, and sanctions evasion, in accordance with the Anti-Money Laundering Law, the Law of Combating Crimes of Terrorism and its Financing, and the requirements of SAMA and its Payment Providers.

17.3.2 You must not use the Platform to launder the proceeds of crime, to finance terrorism, to evade sanctions, or to conceal the source, ownership or destination of funds.

17.3.3 The Company may apply customer due diligence and enhanced due diligence measures, may screen Users against sanctions and politically-exposed-person lists, may monitor transactions, and may decline, delay, freeze, or reverse a transaction where it has reasonable grounds for concern.

17.3.4 The Company will report suspicious activity to the Saudi Financial Intelligence Unit and to any other Competent Authority as required by Applicable Law. Where Applicable Law prohibits disclosure of the fact of such a report, the Company will not inform the User, and the User acknowledges that the Company may decline to give reasons for its action.

17.4 Emergencies

17.4.1 The Platform is not an emergency service. In the event of an emergency, a threat to life, a crime in progress, or a medical incident, you must contact the emergency services directly. The Company's reporting tools are not monitored on a real-time basis and must not be relied upon in an emergency.

18. Intellectual Property

18.1 Company Intellectual Property

18.1.1 All Intellectual Property Rights in and to the Platform, the Company Content, the Talinoo name and mark, the تالينو mark, all associated logos, the user interface, the source code, the databases, the algorithms, and all documentation, are and remain the exclusive property of the Company or of its licensors.

18.1.2 Subject to your compliance with this Agreement, the Company grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable licence to download, install and use the Platform on a device you own or control, solely for your own personal or internal business use of the Platform Services. No other right is granted.

18.1.3 You must not copy, modify, adapt, translate, create a derivative work of, distribute, sell, licence, sub-licence, publicly display, frame, mirror, or otherwise exploit the Platform or any Company Content, save as expressly permitted by this Agreement or by Applicable Law.

18.1.4 You must not use the Talinoo name, mark, or logo, or any confusingly similar sign, without the Company's prior written consent, and must not use them in any manner which suggests an endorsement, partnership or affiliation which does not exist.

18.2 Feedback

18.2.1 Where you submit any suggestion, idea, feature request, or feedback concerning the Platform, you grant the Company a perpetual, irrevocable, worldwide, royalty-free right to use, implement and exploit it without restriction, attribution, or compensation.

18.3 Infringement complaints

18.3.1 The Company respects Intellectual Property Rights and expects its Users to do the same. Where you believe in good faith that content on the Platform infringes your Intellectual Property Rights, you may submit a notice to

[support@talinoo.com]

18.3.2 A notice must include: your name, address and contact details; identification of the right you assert, with evidence of ownership or of authority to act for the owner; identification of the allegedly infringing content, with sufficient particularity to enable it to be located; a statement that you believe in good faith that the use is not authorised; and a statement that the information in the notice is accurate.

18.3.3 Upon receipt of a valid notice the Company may remove or disable access to the content concerned and will notify the User who posted it. That User may submit a counter-notice, setting out the basis on which it asserts the right to post the content. Where a counter-notice is submitted, the Company may restore the content unless the complainant notifies the Company that it has commenced proceedings.

- 18.3.4** The Company operates a repeat-infringer policy. An Account which is the subject of repeated substantiated infringement notices will be terminated.
- 18.3.5** The submission of a materially false notice or counter-notice is a breach of this Agreement and may give rise to liability to the party wrongly affected.
- 18.3.6** The procedure in this Clause 18.3 is a private contractual process operated by the Company. It is not a statutory notice-and-takedown regime, it does not constitute an adjudication of any Intellectual Property Right, and it does not affect any right you may have to pursue a claim before the competent courts or authorities of the Kingdom of Saudi Arabia.

19. Disputes Between Users

- 19.1** A dispute arising out of or in connection with a Service Contract is a dispute between the Customer and the Talent. The Company is not a party to it.
- 19.2** Notwithstanding Clause 19.1, the Company offers a resolution process as a value-added feature of the Platform:
- 19.2.1** Step one — direct resolution. The Customer and the Talent must first attempt in good faith to resolve the matter directly, through the in-application messaging function, within seventy-two (72) hours of the matter arising.
- 19.2.2** Step two — escalation to the Company. Where direct resolution fails, either party may escalate the matter to the Company through the Platform, submitting a description of the dispute and all supporting evidence.
- 19.2.3** Step three — review. The Company will review the submissions of both parties, the Booking record, the message history, and any evidence submitted, and will communicate a determination within the period published on the Platform.
- 19.3** The Company's determination may include: confirming the Payout to the Talent; issuing a full or partial refund to the Customer; releasing a proportion of the funds to each party; applying an enforcement measure under Clause 17.2; or declining to determine the matter where the evidence is insufficient or the dispute falls outside the scope of the Platform.
- 19.4** Where the Company holds funds in respect of the disputed Booking, its determination is binding as to the allocation of those funds, and each User authorises the Company to disburse them accordingly. This authority is contractual and is given for the efficient operation of the Platform.
- 19.5** The Company's determination is not an arbitral award, is not a judicial determination, and does not extinguish any right which either User may have to pursue the other before the competent courts or authorities. Neither User waives any such right by participating in the process, and neither may hold the Company liable for the outcome of the process.
- 19.6** The Company is under no obligation to determine a dispute, may decline to become involved, and may refer the parties to the competent authorities. The Company's exercise of its discretion under this Clause 19 in one case creates no precedent and no expectation in any other case.
- 19.7** This Clause 19 does not apply to a dispute between a User and the Company. Such a dispute is governed by Clause 26.

20. Complaints and Appeals

20.1 Complaints to the Company

20.1.1 A complaint concerning the Platform, the Platform Services, or the conduct of the Company may be submitted to [support@talinoo.com] or through the in-application support function. The Company will acknowledge a complaint within five (5) Business Days and will endeavour to resolve it within thirty (30) days of receipt.

20.1.2 A complaint should state: the complainant's name and Account identifier; the Booking reference, where applicable; a clear description of the matter complained of; the outcome sought; and any supporting evidence.

20.2 Appeals against enforcement action

20.2.1 Where the Company suspends an Account, terminates an Account, removes User Content, or applies any other enforcement measure under Clause 17.2, the affected User may appeal within thirty (30) days of being notified of the measure.

20.2.2 An appeal must be submitted through the Platform or to the support address, and must set out the grounds on which the measure is said to be wrong, together with any evidence relied upon.

20.2.3 An appeal will be considered by a person who was not responsible for the original decision. The Company will notify the User of the outcome. The outcome of the appeal is final as regards the Company's internal process.

20.2.4 The Company may decline to consider an appeal where the enforcement action was taken on grounds of child safety, a sexual offence, violence, terrorism financing, or a serious criminal offence, or where disclosure of the reasons for the action is prohibited by Applicable Law.

20.2.5 The availability of the appeal process does not suspend the enforcement measure, which remains in effect pending the outcome unless the Company decides otherwise.

20.3 External recourse

20.3.1 Nothing in this Clause 20 affects a User's right to refer a matter to a Competent Authority or to the competent courts of the Kingdom of Saudi Arabia, including any consumer-protection body having jurisdiction.

21. Platform Availability and Disclaimer of Warranties

21.1 The Platform is provided on an "as is" and "as available" basis. To the fullest extent permitted by Applicable Law, the Company excludes all warranties, conditions, representations and terms, whether express, implied, statutory or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, quality, accuracy, or non-infringement.

21.2 The Company does not warrant that the Platform will be uninterrupted, timely, secure, error-free, or free from virus or other harmful component, or that any defect will be corrected.

21.3 The Company may suspend, withdraw, or restrict the availability of all or any part of the Platform for the purpose of maintenance, upgrade, security, or for any business reason, and will endeavour to give reasonable notice of any planned suspension.

21.4 The Company may modify, discontinue, or remove any feature of the Platform at any time. Where a modification materially and adversely affects a Talent's ability to use the Platform, the Company will endeavour to give reasonable prior notice.

21.5 Your access to the Platform depends upon your device, your operating system, and your internet connection, none of which is within the Company's control. You are responsible for the cost of your data and connectivity.

21.6 Nothing in this Agreement excludes or limits any warranty, right, or remedy which cannot lawfully be excluded or limited under the Applicable Law of the Kingdom of Saudi Arabia.

22. Limitation of Liability

22.1 Nothing in this Clause 22 excludes or limits the Company's liability for: death or personal injury caused by its own gross negligence; its own fraud or fraudulent misrepresentation; its own wilful misconduct; or any liability which cannot lawfully be excluded or limited under Applicable Law.

22.2 Subject to Clause 22.1, and to the fullest extent permitted by Applicable Law, the Company shall not be liable to any User for:

- any act, omission, negligence, misconduct, breach, delay, non-performance, defective performance, injury, damage, loss or death caused by or arising in connection with a Talent, a Customer, or any third party, whether occurring during a Service or otherwise;
- the quality, safety, hygiene, legality, timeliness, suitability, or outcome of any Service, or of any food, product, material or good supplied in connection with a Service;
- any allergic reaction, food-borne illness, injury, or adverse health consequence arising from a Service;
- any damage to property occurring at the location at which a Service is performed;
- any theft, loss, or misappropriation of property in connection with a Service;
- any failure by a Talent to hold a required licence, permit, or insurance;
- the accuracy, completeness or truthfulness of any listing, profile, portfolio, review, rating or other User Content;
- the conduct of any User off the Platform;
- any dispute between Users, or the outcome of any process under Clause 19;
- any loss arising from a User's failure to keep its Account credentials secure;
- any act or omission of a Payment Provider, bank, card issuer, telecommunications provider, or other third party;
- any interruption, suspension, unavailability, or failure of the Platform;
- any loss of profit, loss of revenue, loss of business, loss of anticipated saving, loss of opportunity, loss of goodwill, or loss of reputation;
- any indirect, consequential, special, punitive or exemplary loss;
- any loss or corruption of data, save to the extent caused by the Company's own proven failure to implement reasonable security measures.

22.3 Subject to Clause 22.1, and to the fullest extent permitted by Applicable Law, the aggregate liability of the Company to any User in respect of all claims arising out of or in connection with this Agreement, the Platform, or any Service, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, shall not in any event exceed the greater of:

- the total amount of Commission and fees actually received and retained by the Company from that User in the six (6) months immediately preceding the event giving rise to the claim; and
- one thousand Saudi Riyals (SAR 1,000).

22.4 The limitations in this Clause 22 apply in the aggregate, and are not cumulative per claim. Multiple claims arising from a single event or a series of connected events shall be treated as a single claim.

22.5 Each provision of this Clause 22 operates separately. If any provision is held to be unenforceable, the remaining provisions continue in full force.

22.6 The allocation of risk in this Clause 22 is a fundamental basis of the bargain between the parties, and is reflected in the level of the Commission. The Company would not make the Platform available on any other basis.

23. Indemnity

23.1 You shall indemnify, defend and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents and contractors, from and against any claim, demand, action, proceeding, liability, damage, loss, cost or expense (including reasonable legal fees) arising out of or in connection with:

- your breach of this Agreement or of any Platform Policy;
- your breach of Applicable Law;
- your User Content, including any claim that it infringes the rights of a third party;
- your performance of, or failure to perform, any Service (where you are a Talent);
- your conduct towards any other User or any third party;
- any claim by a Competent Authority, a tax authority, or a social insurance authority in respect of your tax, zakat, social insurance, licensing, or employment status;
- any claim that you are, or ought to be treated as, an employee of the Company;
- any injury, illness, death, or damage to property arising in connection with a Service you performed or received;
- your misuse of the Platform or of any Personal Data obtained through it.

23.2 The Company will notify you of any claim in respect of which it seeks an indemnity, and will not settle any such claim without your prior consent, such consent not to be unreasonably withheld or delayed. The Company reserves the right to assume the exclusive conduct of the defence of any claim, at your cost, in which case you shall cooperate fully.

23.3 This Clause 23 survives the termination of this Agreement.

24. Confidentiality and Data Protection

24.1 Confidentiality

24.1.1 A User who, in the course of a Booking, receives information which is confidential or which a reasonable person would regard as confidential — including information about a Customer's home, family, guests, business, health, or personal circumstances — must keep that information confidential, must use it only for the purpose of performing the Booking, and must not disclose it to any third party or publish it on any medium, including social media.

24.1.2 Clause 24.1.1 does not apply to information which is or becomes public otherwise than through breach, or to disclosure required by Applicable Law or by a Competent Authority.

24.1.3 This obligation survives the completion of the Booking and the termination of the Account.

24.2 Data protection

24.2.1 The Company processes Personal Data in accordance with the Personal Data Protection Law and its Implementing Regulations, and as described in the Privacy Policy. The Privacy Policy forms part of this Agreement.

24.2.2 Where a Talent receives Personal Data relating to a Customer for the purposes of a Booking, the Talent processes that Personal Data as an independent controller in its own right, is responsible for its own compliance with the Personal Data Protection Law, and must: use the Personal Data only for the purpose of the Booking; not retain it longer than necessary; not use it for marketing without a lawful basis; keep it secure; and not transfer it outside the Kingdom of Saudi Arabia except in accordance with Applicable Law.

24.2.3 Each User must notify the Company promptly upon becoming aware of any breach of the security of Personal Data obtained through the Platform.

24.3 Device permissions

24.3.1 The Platform may request permission to access the location, camera, photo gallery, microphone, and notification functions of your device. Each permission is requested for a specific purpose described at the point of request and in the Privacy Policy, and each may be granted or refused, and subsequently revoked, through the settings of your device.

24.3.2 Refusal or revocation of a permission may limit the functionality available to you. For example, refusal of location permission may prevent the display of nearby Talents; refusal of camera or gallery permission may prevent the upload of verification documents or portfolio images.

24.3.3 Where the Platform requests access to your contacts, that permission will be sought separately and expressly, and access will not be taken without your affirmative consent.

25. Force Majeure

25.1 A "Force Majeure Event" means an event beyond the reasonable control of the affected party, which that party could not reasonably have foreseen or avoided, including: act of God; flood, drought, earthquake, sandstorm, or other natural disaster; epidemic, pandemic, or public health emergency; war, armed conflict, invasion, hostility, terrorist attack, civil unrest, or riot; act of a government or Competent Authority, including a curfew, quarantine, movement restriction, embargo, sanction, or the imposition of an import or export restriction; nationwide or regional failure of electrical power, telecommunications, or internet infrastructure; collapse of a building; fire or explosion; strike, lock-out, or industrial action other than by the workforce of the affected party; and any failure of a third-party service on which the Platform depends, where that failure is itself caused by a Force Majeure Event.

25.2 Neither the Company nor any User is liable for any failure or delay in performing an obligation under this Agreement to the extent that the failure or delay is caused by a Force Majeure Event.

25.3 The affected party must notify the other party as soon as reasonably practicable, and must use reasonable endeavours to mitigate the effect of the Force Majeure Event.

25.4 Where a Booking cannot be performed because of a Force Majeure Event, Clause 13.8 applies.

25.5 Where a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected obligation by written notice, without liability, save for accrued rights.

25.6 A Force Majeure Event does not excuse an obligation to pay a sum which has already fallen due.

26. Governing Law and Jurisdiction

- 26.1** This Agreement, and any non-contractual obligation arising out of or in connection with it, is governed by, and shall be construed in accordance with, the laws and regulations in force in the Kingdom of Saudi Arabia.
- 26.2** Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question as to its existence, validity, interpretation, breach, or termination, shall be subject to the exclusive jurisdiction of the competent courts and judicial committees of the Kingdom of Saudi Arabia, sitting in the City of Riyadh.
- 26.3** Before commencing proceedings, a User is encouraged, but not obliged, to raise the matter with the Company under Clause 20 in order to allow an opportunity for amicable resolution. Nothing in this Clause prevents either party from seeking urgent injunctive or interim relief from any competent court.
- 26.4** Where a User is domiciled outside the Kingdom of Saudi Arabia, or where a Service is performed outside the Kingdom of Saudi Arabia, Clauses 26.1 and 26.2 continue to apply, save to the extent that a mandatory provision of the law of the User's place of domicile confers a right or a forum which cannot lawfully be excluded by agreement.
- 26.5** Nothing in this Agreement limits the jurisdiction of any Competent Authority, or the right of any User to make a complaint to a Competent Authority.

27. Suspension and Termination

27.1 Termination by you

- 27.1.1** You may close your Account at any time through the Platform or by written notice to the support address. Closure takes effect once any Booking which has been confirmed but not yet completed has been performed, cancelled, or otherwise resolved, and once any sum owed by you has been paid.
- 27.1.2** Closure of an Account does not entitle you to a refund of any fee already paid, and does not extinguish any accrued liability.

27.2 Suspension and termination by the Company

- 27.2.1** The Company may suspend your Account, restrict its functionality, or terminate it, with immediate effect, where:
- you have committed a material breach of this Agreement, including any breach of Clause 7 (Prohibited Services and Conduct), Clause 11 (Anti-Circumvention), or Clause 6 (Licensing);
 - you have committed a breach which is capable of remedy and have failed to remedy it within the period specified by the Company;
 - the Company has reasonable grounds to suspect fraud, money laundering, terrorism financing, sanctions breach, impersonation, or a criminal offence;
 - there is a credible concern for the safety of any person, including any child-safety concern;
 - you have provided false, forged, or materially misleading information to the Company;
 - a Competent Authority requires the Company to do so;
 - your Account has been inactive for a continuous period exceeding twenty-four (24) months;
 - continued provision of the Platform Services to you would expose the Company to legal, regulatory, financial, or reputational risk.
- 27.2.2** The Company may terminate this Agreement, and close any Account, for convenience on thirty (30) days' written notice, where it ceases to provide the Platform Services, ceases to operate in a territory, or discontinues the Platform.

27.2.3 Where the Company suspends or terminates an Account, it will notify the User and, where lawful and appropriate to do so, state the reason. The Company will not state the reason where disclosure is prohibited by Applicable Law, would prejudice an investigation, or would create a risk to the safety of any person.

27.3 Consequences of termination

27.3.1 Upon termination: your right to access and use the Platform ceases immediately; your listings are removed; and any Booking which has been confirmed but not performed is cancelled, with refunds and Payouts determined in accordance with Clause 13.

27.3.2 Termination does not affect any right, remedy, obligation or liability which has accrued as at the date of termination.

27.3.3 Any sum owed to you which is not the subject of a withholding under Clause 10.6 will be remitted to you in the ordinary course. Any sum you owe to the Company falls due immediately.

27.3.4 The Company will retain and delete your Personal Data in accordance with the Privacy Policy and with the retention periods required by Applicable Law. The Company may retain records of a terminated Account, including the reason for termination, for the purpose of preventing the creation of a replacement Account by a person who has been permanently banned, and for the purpose of complying with its legal obligations.

27.3.5 A User whose Account has been permanently terminated must not create a new Account, must not use another person's Account, and must not attempt to access the Platform by any means. Any Account created in breach of this Clause may be closed without notice.

27.4 Survival

27.4.1 The following Clauses survive termination: Clause 2 (Definitions); Clause 3 (Interpretation); Clause 10.6 (Set-off and Recovery); Clause 11 (Anti-Circumvention, for the period stated therein); Clause 14.1 (Licence, to the extent stated therein); Clause 18 (Intellectual Property); Clause 22 (Limitation of Liability); Clause 23 (Indemnity); Clause 24 (Confidentiality and Data Protection); Clause 26 (Governing Law and Jurisdiction); this Clause 27.4; and Clause 30 (General), together with any other provision which by its nature is intended to survive.

28. Electronic Contracting, Consent and Communications

28.1 You consent to contract with the Company by electronic means. This Agreement, every Booking, every Service Contract, and every notice given under this Agreement, may be concluded, evidenced and enforced electronically.

28.2 You acknowledge that: clicking a button marked "I agree", "Register", "Accept", "Confirm Booking", "Pay", or a button of similar import; ticking a checkbox; or continuing to use the Platform after being notified of a change to this Agreement, constitutes your electronic signature and your affirmative acceptance, and has the same legal effect as a handwritten signature under the Electronic Transactions Law of the Kingdom of Saudi Arabia.

28.3 You agree that the Company's records of your electronic acceptance — including the associated timestamp, IP address, device identifier and Account identifier — constitute admissible and, in the absence of proof to the contrary, sufficient evidence of that acceptance, and you waive any objection to the admissibility of such records on the ground that they are electronic.

28.4 The Company may communicate with you by in-application message, push notification, email, or SMS. A communication is deemed received: if sent by in-application message or push notification, at the time of

sending; if sent by email, at the time of transmission to the email address associated with your Account; and if sent by SMS, at the time of transmission to the mobile number associated with your Account.

28.5 You must maintain a valid email address and mobile number on your Account and must monitor communications sent to them. You must not disable service-related notifications; such notifications are not marketing communications and are necessary to the operation of your Account, including notifications relating to Bookings, payments, security, and changes to this Agreement.

28.6 You may withdraw your consent to receive marketing communications at any time, without affecting your Account, by using the unsubscribe mechanism in the communication or by adjusting your notification preferences. The Company processes marketing communications in accordance with the Personal Data Protection Law and the Anti-Spam provisions of Applicable Law.

28.7 Notice to the Company must be given in writing to

[support@talinoo.com] and is deemed received on the next Business Day following transmission.

29. Changes to this Agreement; Future Services

29.1 Amendment

29.1.1 The Company may amend this Agreement to reflect a change in Applicable Law, a change in the Platform Services, a change in the Company's business model, a security or trust and safety requirement, or a requirement imposed by a Competent Authority, an application store, or a Payment Provider.

29.1.2 Where an amendment is material and adverse to you, the Company will give not less than thirty (30) days' prior notice through the Platform or by email, and the amendment will take effect at the end of that period. Where an amendment is required in order to comply with Applicable Law, or is necessary to address a security or safety risk, it may take effect immediately.

29.1.3 Your continued use of the Platform after an amendment has taken effect constitutes acceptance of the amended Agreement. If you do not accept an amendment, your remedy is to cease using the Platform and close your Account under Clause 27.1.

29.1.4 An amendment does not apply retrospectively to a Booking confirmed before the amendment took effect.

29.2 Future services and features

29.2.1 The Company may at any time introduce new features, new categories of Service, new payment mechanisms (including escrow arrangements, stored-value wallets, instalment payments, or subscription products), new territories, and new pricing models.

29.2.2 A new feature may be governed by supplementary terms, which will be presented to you before you use the feature and which will form part of this Agreement in respect of that feature. Where supplementary terms conflict with this Agreement in respect of the feature they govern, the supplementary terms prevail.

29.2.3 A new feature may be offered on a beta, pilot or trial basis, in which case it is provided without warranty, may be withdrawn at any time, and may not function as intended.

29.3 Artificial intelligence and automated processing

29.3.1 The Company may employ automated systems, including machine-learning and artificial-intelligence systems, for the purposes of: ranking and recommending Talents and Services; matching Booking Requests to Talents; detecting fraud, circumvention, spam, fake reviews, and prohibited content; assisting customer support; and generating or improving translations and content summaries.

- 29.3.2** Where a feature is powered by artificial intelligence, the Company will disclose that fact within the feature. Output generated by an artificial-intelligence system may be inaccurate, incomplete, or unsuitable, must not be relied upon as professional advice of any kind, and should be independently verified before being acted upon.
- 29.3.3** Where a decision which produces a legal effect concerning you, or which significantly affects you, is taken solely by automated means, you have the right to request human review of that decision in accordance with the Personal Data Protection Law and its Implementing Regulations. A request may be submitted under Clause 20.2.
- 29.3.4** The Company will process Personal Data in connection with automated systems only in accordance with the Privacy Policy and Applicable Law, and will not use Personal Data to train a third-party artificial-intelligence model except where it has a lawful basis to do so and has disclosed that use in the Privacy Policy.

30. General Provisions

- 30.1** Entire agreement. This Agreement, together with the Platform Policies, constitutes the entire agreement between you and the Company in relation to its subject matter, and supersedes any prior agreement, understanding, representation or arrangement, whether written or oral. Nothing in this Clause limits liability for fraudulent misrepresentation.
- 30.2** Assignment. You may not assign, transfer, charge, sub-contract or otherwise deal with any of your rights or obligations under this Agreement without the Company's prior written consent. The Company may assign, transfer or novate this Agreement, in whole or in part, to an affiliate, to a successor in title, or to a purchaser of its business or assets, without your consent, provided that your rights are not materially prejudiced.
- 30.3** Severance. If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable, or, if modification is not possible, shall be deemed severed. The remainder of this Agreement continues in full force.
- 30.4** No waiver. No failure or delay by the Company in exercising any right or remedy under this Agreement constitutes a waiver of that right or remedy. No single or partial exercise of a right or remedy precludes any further exercise of it. A waiver is effective only if given in writing.
- 30.5** No third-party rights. Save as expressly provided, a person who is not a party to this Agreement has no right to enforce any of its terms, except that the persons indemnified under Clause 23 may enforce that Clause.
- 30.6** Cumulative remedies. The rights and remedies provided under this Agreement are cumulative and in addition to, and not exclusive of, any right or remedy provided by law.
- 30.7** Application store terms. Your download and use of the Platform is additionally subject to the terms of the application store from which you obtained it. Where those terms conflict with this Agreement in respect of the download or installation of the Platform, those terms prevail. The Company acknowledges that the application store operator is not a party to this Agreement, is not responsible for the Platform or for any Service, and has no obligation to provide any support or maintenance in respect of the Platform.
- 30.8** Export and sanctions. You warrant that you are not located in, and are not a national or resident of, any country or territory subject to a comprehensive sanctions regime, and that you do not appear on any sanctions list maintained by the Kingdom of Saudi Arabia, the United Nations Security Council, or any other relevant authority.
- 30.9** Language. Clause 1.6 applies.

30.10 Counterparts and acceptance. This Agreement is accepted electronically in accordance with Clause 28 and requires no physical signature to be binding.

31. Contact Details

All notices, complaints, requests and enquiries should be directed to the appropriate address below.

Matter	Contact
Company legal name	Bayata Company for Information Technology
Commercial Registration	7033191102
Registered address	Damman Rd., Al Yarmuk Dist. Riyadh, Postal Code: 13251
General support	support@talinoo.com
Privacy and data protection	support@talinoo.com
Legal, IP and regulatory	support@talinoo.com
Telephone	+966 552527631
Website	www.talinoo.com

Data Protection Officer: privacy@talinoo.com

END OF TERMS AND CONDITIONS