

Terms and Conditions

Effective Date: January 1, 2024

These Terms and Conditions (“Terms”, or “Terms and Conditions”) govern your access and use of:

The website located at
www.etiman.com.sa

(collectively, the “Service”, or “Services”). The Services are operated by Dar Aletiman Al Saudi (collectively, “us”, “we”, or “our”).

Please read these Terms carefully as they contain important information about your rights, remedies, and obligations. These Terms govern your access and use of the Service and is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service (collectively, “you”, “user”, or “users”).

By accessing or using the Services, you confirm your agreement to be bound by these Terms, our Privacy Policy, which is incorporated into and made a part of these Terms, and other applicable our policies. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. We may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Payments & Purchases

You understand that use of the Services may result in purchases made by you for the services or goods you receive (“Purchase”, or “Purchases”). When making a Purchase, you may be asked to provide information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your name, your phone number, your billing address, and your shipping information.

You confirm and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, or any other relevant information we see necessary for the process of your Purchase, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

Payment processing services are provided by a third-party payment processor. By completing a Purchase through the Service, you agree to be bound by the terms and conditions of such third-party payment processors, which may be modified from time to time. As a condition of us enabling payment processing services through any such third parties, you authorize us to obtain all necessary access and perform all necessary activity to facilitate such payments. We reserve the right to switch payment processing vendors or use alternate or backup vendors in its discretion.

We reserve the right to refuse or cancel your Purchase order at any time for any reason, which includes, but is not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to terminate any Service and refuse or cancel your Purchase order if fraud or an unauthorized or illegal transaction is suspected. Any such determination of fraud or illegality shall be made in the our sole discretion.

Availability, Errors and Inaccuracies

There may be information in the Service that contains errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, delivery times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your Purchase order).

We undertake no obligation to update, amend or clarify information in the Service, including without limitation, pricing information. No specified update or refresh date applied in the Service is correct, or that such information has been modified or updated.

Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy.

If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

We may work with third parties to provide Promotions. In such case, we are not responsible for the products and services provided by these third parties.

Products & Services

We have made every effort to reflect as accurately as possible the description of our products and services. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services.

We do not warrant that the quality of our Services, or any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice to you.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Accounts

You may need to create an account to use some of our Services. You must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You may not use as a username, display name or upload Content of another person or entity that is not lawfully available for use, or a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Termination of Accounts

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe:

- (a) you create risk or possible legal exposure for us
- (b) your account should be removed due to unlawful conduct
- (c) your account should be removed due to prolonged inactivity
- (d) you attempt to spam, phish, pharm, pretext, spider, crawl, or scrape
- (e) you attempt to solicit others to perform or participate in any unlawful acts
- (f) you attempt to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, religion, ethnicity, race, age, national origin, or disability
- (g) you attempt to submit false or misleading information
- (h) you attempt to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet
- (i) you attempt to collect or track the personal information of others
- (j) you attempt to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet;
- (k) for violating any of the prohibited uses
- (l) if our provision of the Services to you is no longer commercially viable
- (m) if you attempt to or do infringe upon or violate our intellectual property rights or the intellectual property rights of others.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Intellectual Property

The Service, and all of the text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other original content (excluding Content provided by users), features and functionality on or in the Service, as well as the coordination, selection, arrangement, and enhancement therein, are and will remain the exclusive property of ours and our licensors. The Service is protected by copyright, trademark, and other laws of both Saudi Arabia and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.

Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Services without our express prior written consent and, if applicable, the holder of the rights to the Content. Any use of such material, other than as permitted therein, is expressly prohibited without our prior permission and, if applicable, the holder of the rights to the Content.

Third Parties

We may provide you with access to third-party products, services, tools or links (collectively, "Tools") over which we neither endorse, monitor, nor have any control nor input.

You acknowledge and agree that access to such Tools are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party Tools.

The use of any Tools owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those Tools. You access such Tools at your own risk. We expressly disclaim any liability arising in connection with your use and/or viewing of any Tools or other material associated with Tools that may appear on the Services. You hereby agree to hold us harmless from any liability that may result from the use of Tools that may appear on the Service.

Disclaimer of Warranties; Limitation of Liability

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH OR BY THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

WE ASSUME NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT WE ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE GREATER OF FIVE HUNDRED (500) DOLLARS, OR THE TOTAL AMOUNT PAID BY YOU TO US DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

In addition, no individual or entity shall be a third-party beneficiary of these terms. These terms are solely for the benefit of the parties to this Agreement and are not intended to and shall not be construed to give any person or entity other than you any interest, remedy, claim, liability, reimbursement, claim of action or any other rights (including, without limitation, any third party beneficiary rights), with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability for consequential or incidental damages, so certain aspects of the limitations above may not apply to you.

Indemnification

You hereby agree to indemnify, defend, and hold us harmless and our affiliates, and our attorneys, insurers, independent contractors, providers, successors and assigns (the "Indemnified Parties") from and against any and all claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, direct, indirect, incidental, actual, consequential, economic, special, or exemplary, including attorneys' fees and costs, incurred in connection with (i) your use or inability to use the Services, or (ii) your breach or violation of these Terms; (iii) your violation of any law, or the rights of any user or third party and (iv) any content submitted by you or using your account to the Services, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. We reserves the right, in our own sole discretion, to assume the exclusive defense and control at our own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without our prior written consent.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Saudi Arabia , without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Modifications

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be available upon contacting us, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

Contact Us

If you have any questions about these Terms, please contact us

Email

Info@etiman.com.sa

Website

www.etiman.com.sa

Phone

8002442228