

General Terms of Use

Introduction

Bwa Invest Platform is an online platform licensed by the Capital Market Authority that enables "investor" customers to view and subscribe to investment opportunities offered on the platform.

Bwa Invest is provided by Bwa for investment Company (Bwa Investment) a company registered in the Kingdom of Saudi Arabia (KSA) with commercial registration number 1010874729 (the Company, platform, bwa invest, we or us). The Company may from time to time elect (in its sole discretion) to replace the entity that provides bwa Invest.

To contact us, please email us at our e-mail: info@bwainvest.sa or call us at our telephone number: +: 966112008087 .

Your acceptance and confirmation

By using bwa Invest, you confirm that:

- you accept (i) these terms of use (the Terms); (ii) the Terms and Conditions and (iii) the Privacy Policy (as defined below), and that you confirm that you have read, understood, and agree to comply with them.
- you can receive information, including notices of amendments to these Terms, either through communications posted on bwa Invest or such other means, in accordance with the Privacy Policy (as defined below).
- you agree to communications being made, and to the delivery of the Terms and/or any agreements by and between us, or changes in the Terms, via electronic media (including, without limitation, electronic messaging, App, email, or other electronic means).
- you agree that the electronic delivery of notices, policies, and records of transactions initiated or completed through bwa Invest and/or in relation thereto as well as any digitally enabled signatures, shall be treated as satisfying any legal requirements that a communication should be 'signed' and 'in writing'. Accordingly, any such documents that are delivered to you electronically are deemed to be 'in writing'; and
- you waive the right to claim that any electronic confirmation, agreement, validation or registration is invalid due to lack of any physical signature or attestation.

If you do not agree to these Terms, as amended from time to time, you must not use bwa Invest.

Applicability of Privacy Policy and Terms and Conditions



These Terms refer to the following additional terms, which also apply to your use of bwa Invest:

- Our Privacy Policy (the Privacy Policy), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using bwa Invest, you understand and agree to our Privacy Policy and our processing activities, and you warrant that all data provided by you is accurate.
- Our Terms and Conditions, which set out the terms agreed with you in respect of the specific services provided to you from time to time through bwa Invest. By using bwa Invest, and acknowledge that your use of bwa Invest shall be in accordance with those terms.

Where there is any inconsistency between this Terms, Privacy Policy, and Terms and Conditions, the Terms and Conditions shall prevail.

We may make changes to these Terms

We may amend these Terms from time to time with immediate effect in order to comply with applicable laws and regulations or as a result of operational upgrades or changes to bwa Invest. You may be notified after such amendments are implemented through bwa Invest from time to time.

Otherwise, we will communicate to you any other amendments to these Terms via your registered email and/or on bwa Invest thirty (30) days prior to implementing such amendments.

You acknowledge that any such amendments communicated to you are received by you from the date of such communication. You further agree that you will be considered to have consented to any amendments made to these Terms upon using bwa Invest after receiving the above-mentioned communication.

We may make changes to bwa Invest

We may add, modify, or discontinue any feature, functionality, or any other tool, within bwa Invest, at our discretion and without notice. However, if we make any material adverse change in the core functionality of bwa Invest, then we will notify registered users by posting an announcement on bwa Invest or by email.

We may suspend or withdraw bwa Invest

We will use our best endeavours to provide you with our services, but we do not guarantee that bwa Invest, or any content on it, will always be available or be uninterrupted or error free. We may



suspend or withdraw or restrict the availability of all or any part of bwa Invest for business or operational reasons. However, if we suspend for any substantial period, or withdraw, any part of the core functionality of bwa Invest, then we will notify registered users by posting an announcement on bwa Invest or by email. This will not affect your ability to exercise your rights under the applicable data protection law stated in our Privacy Policy.

You must keep your account details safe

To use the services offered on bwa Invest, you are required to have an account (Account).

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our Account opening security procedures, you must treat such information as confidential. You must not disclose your Account details or any user identification code to any third party, and you shall adopt security measures to avoid access by third parties to your log in details and other security information.

Bwa invest Transactions Irreversible: Some transactions/ messages sent may be irreversible once the transaction/ message details have been submitted to bwa Invest. You understand and agree that Bwa investment may not be able to assist you in cancelling or otherwise modifying your transaction/message or transaction/message details. You are solely responsible for any user errors that result in unintended transactions/messages, such as mistyped transaction/message instructions.

You agree and declare that

- you will ensure that the username /ID and password issued by us in relation to the use of bwa Invest and related services, and all other login and access information provided, will only be used by you and will not be disclosed to any other person.
- you shall avoid choosing numbers, passwords etc. which may be easy to guess such as birthdays and telephone numbers.
- you shall adopt security measures to avoid access by third parties to your login details and other security information.
- you shall be liable for all orders, confirmations, notices and information given through the use of your login details and any such items received in this manner by us shall be considered to have been given by you.

We have the right to disable any user identification code or password (and your Account), whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms or the Terms and Conditions, Privacy policy.



If you: (i) know or suspect that anyone other than you knows your user identification code or password; or (ii) suspect any unauthorized or irregular transaction was recorded on your account or you receive a similar inaccurate or conflicting statement or any information, you must promptly notify us by emailing at: BwaInvest_support@bwa_investment.sa

How you may use material on bwa Invest

We are the owner or the licensee of all intellectual property rights in bwa Invest , and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper off or downloaded in any way, without obtaining Bwa investment written consent first. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the content on bwa Invest for commercial purposes without obtaining a license to do so. Where you use personal data, you must comply with our Privacy Policy and your obligations under the applicable data protection laws and regulations.

Information on bwa Invest

Other than in respect of services provided under any Terms and Conditions , the content on bwa Invest, and information you receive through bwa Invest is provided for general information only and may be based on information provided to us which is not independently verified. You should not seek to rely on any such information and seek your own professional or specialist advice before taking, or refraining from, any action on the basis of the content on bwa Invest.

Although we make reasonable efforts to update the information on bwa Invest, we make no representations, warranties or guarantees, whether express or implied, that the content on bwa Invest is accurate, complete or up to date.

We are not responsible for websites we link to on bwa Invest

Where bwa Invest contains links to other sites and resources provided by third parties, these links are provided for your information only and we have no responsibility for any of the content on such third-party sites nor can it be assumed that we have reviewed or approved such third party sites or their content whether they be sites provided by Bwa investment or otherwise. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources and we accept no liability for content or loss caused as a result of using such third party sites, nor do we warrant that such links work or are up to date.

You acknowledge and agree that we bear no responsibility for any actions or omissions of third parties nor do we bear any responsibility for any damage and/or loss and/or expense caused to you, and/or third parties as a result of and/or in relation to any aforesaid action or omission.

Content

bwa Invest may include information and materials provided by other users of bwa Invest or third parties. Unless otherwise indicated, this information and these materials have not been verified or approved by us.

You are responsible for securing and backing up your content. We will back up data registered users' Account data in line with our obligations explained in our Privacy Policy or otherwise required to be retained under applicable regulations.

Your responsibility for loss or damage suffered by us:

You shall indemnify and keep indemnified Bwa investment and its directors, officers, employees or representatives/affiliates against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by Bwa investment or any other third party in respect to:

- any act or omission by you in the performance of your obligations under the Terms; and/or
- your usage of bwa Invest, including all usage of bwa Invest by any person using your log in details or credentials, whether stolen or otherwise (except when you have notified us of such incident immediately upon discovering that your login details or credentials have been stolen, and prior to any orders or messages have been made by such unauthorized users, provided that your notice is made during (KSA business hours on Sunday to Thursday) unless such access information is retrieved as a result of a breach by Bwa investment.

This indemnity shall survive termination of the Terms.

Our responsibility for loss or damage suffered by you



We do not exclude or limit in any way our liability to you where it would be unlawful to do so, such as liability for fraud.

We will not be liable to you should your computer system or mobile phone or tablet fail, damage, destroy and/or format your records and data. Furthermore, if you incur delays or any other form of data integrity problems that are as a result of its hardware configuration or mismanagement, we shall not be liable. We are not responsible for use of bwa Invest by users residing in or nationals of countries where services provided through bwa Invest are prohibited.

Our total liability to you in connection with these Terms shall be as described in the relevant Terms and Conditions.

Authorizations

You hereby acknowledge and consent to the terms of the Privacy Policy provided to you, and available on bwa Invest. You further acknowledge and agree that all Personal Data that we hold related to you may be disclosed to the relevant authorities as required by applicable laws and regulations.

You hereby confirm your understanding of our Privacy Policy and how we process your Personal Data. You understand that we process your personal data where necessary including:

- collecting data relating to your use of our service to enable us to provide our service to you; and
- analyzing your data for research and product development purposes.

In particular, you understand that by using our services that we may disclose, transfer or share your Personal Data, so far as is reasonably necessary, with other parties, for the purposes of entering into or performing any of its obligations under these Terms and for any purposes connected with the services offered and provided to you by us or any other entity provided that your data will not be transferred to or stored outside of the KSA.

Intellectual property

bwa Invest, all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics and data names are the sole and exclusive intellectual property (IP) of us or of third parties and are protected by local and international intellectual property laws and treaties. The Terms do not convey an interest in or to bwa Invest but only a right to use bwa Invest according to the conditions of the Terms. Nothing in the Terms constitutes a waiver of our IP rights.



You acknowledge and agree that all software codes used on bwa Invest are proprietary to Bwa Investment and you warrant and acknowledge that you will not: (i) seek to replicate or reproduce the software code, including for use on an alternate website; (ii) seek to alter or amend the software code in any way; or (iii) derive any software code from the underlying software code used on bwa Invest.

You acknowledge that you are responsible for any submissions provided through your username or password, and you, not we, have full responsibility for such submissions, including their accuracy, legality, reliability, appropriateness, originality and copyright. Notwithstanding the foregoing, we have the right to refuse to post, remove, edit or abridge any submission for any reason and to disclose any submission as we deem necessary, including without limitation to achieve compliance with any applicable law, legal process or governmental request, all in our sole discretion.

Under no circumstances shall you obscure or remove any copyright, trademark or any other notices from any of our IP or website or bwa Invest.

Confidentiality

You undertake that you shall not at any time after you have been provided a unique user name by us, divulge or communicate to any person (except as may be required by law or any legal or regulatory authority) any Confidential Information (as defined below), and will prevent the unauthorised publication or disclosure of any Confidential Information, and will only use such Confidential Information for use through bwa Invest.

Confidential Information includes all information in whatever form (including in visual, oral or electronic form) relating to us or any service provider or other user of bwa Invest which is provided or disclosed through bwa Invest (or to any employees or agents) in connection with the use of bwa Invest.

Your obligations

You represent, warrant and agree that:

- you have full power and authority to enter into these Terms and have full power to execute and perform your obligations under these Terms.
- you shall fully comply at all times with all applicable laws, statutes and regulations.
- any content you submit as part of your use of bwa Invest does not violate the rights of any third party anywhere in the world including, without limitation, any intellectual property rights (whether registered or not).

- any documents and information submitted during the Account opening process are true, accurate, current and complete, and you will maintain and update all information as applicable.
- you, are not subject of any trade restrictions, sanctions or other legal restrictions of any country, international organization or other jurisdiction.
- Furthermore, you represent, warrant and agree that you will not:
- use bwa Invest to defraud any person or entity.
- impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity; or
- engage in any activity that would create liability for us.

We have the right to suspend your Account, if there is a violation or suspected violation of these Terms, or if we have any other security concerns.

bwa Invest may contain technological copy protection or other security features designed to prevent unauthorised use of bwa Invest, including features to protect against any use of bwa Invest that is prohibited. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

You are responsible for configuring your information technology, computer programs and platform to access bwa Invest. You should use your own virus protection software. We will not be responsible in the event a third party gains access to your Account or your details through any type of cyber-attack. We will seek to notify you should we be aware that bwa Invest has been compromised or attacked in line with our data protection obligations.

You must not misuse bwa Invest or do anything that will or may violate the integrity of the computer systems relating to bwa Invest or cause such system(s) to malfunction or stop their operation. You must not attempt to gain unauthorised access to bwa Invest, the server on which bwa Invest is stored or any server, computer or database connected to bwa Invest. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use bwa Invest will cease immediately.

Rules about login to bwa Invest

For as long as you have an Account, you may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to bwa Invest in any website that is not owned by you.



bwa Invest must not be framed on any other site, nor may you create a link to any part of bwa Invest other than the home page.

We reserve the right to withdraw linking permission without notice.

Suspension and Termination

Bwa investment may suspend any and all services and access to bwa Invest generally at any time, its discretion, in the event of any technological malfunction, cyber-attack or threat, unauthorised access, events comprising to its systems or any other event which may impair its ability to maintain or operate bwa Invest or cause a loss to users or Bwa investment.

The following provisions of these Terms will survive any termination of your relationship with Bwa Investment and continue to apply during any suspension: (Intellectual property, Your responsibility for loss or damage suffered by us, Confidentiality, Miscellaneous and Governing law and complaints process) and such sections which by their sense and context should survive any termination of the agreement between you and Bwa investment under these Terms. Upon suspension or termination, you must not directly or indirectly access or use bwa Invest.

If you believe your account's termination or suspension was in error, please contact the following email: info@bwainvest.sa

Miscellaneous

You acknowledge that these Terms, the Terms and Conditions and the Privacy Policy will not lose their validity or enforceability due to the simple fact that they were formed by one or more electronic messages.

We shall not be considered in breach of these Terms to the extent that performance of the respective obligations is prevented by a force majeure or other event outside of our reasonable control.

You should always read and refer to bwa Invest for all information and disclosures about Bwa investment and

You accept that Bwa Investment may, for the purpose of administering the Terms, from time to time, make direct contact with you by telephone, short message service (SMS), email, or post.

Bwa Investment may perform any of its obligations, and exercise any of the rights granted by you under the Terms, through a third party. Bwa Investment may novate and assign any or all of its rights and obligations under the Terms to any third party.



The Terms, together with any Appendices/ Annexes and Terms and Conditions and the Privacy Policy shall constitute the entire agreement between Bwa Investment and you in accordance with the provisions of the applicable law and shall prevail over any oral communication and/or previous written communication and agreements between you and Bwa investment.

Should any part of the Terms be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any relevant regulator, that part will be deemed to have been excluded from the Terms from the beginning, and the Terms will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Terms or the legality, validity or enforceability of this provision in accordance with the applicable laws , shall not be affected.

If any provision contained in the Terms and/or any agreements by and between you and Bwa Investment, without limitation, these Terms shall be held to be expressively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by Bwa investment shall constitute a waiver by Bwa investment of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

Cookies Policy

Bwa investment currently makes use of cookies to help manage bwa Invest and its website and your visitor experience. Cookies are small text files made up of letters and numbers that are stored in your device when you visit particular webpages. These cookies may be used to collect analytics of non-personal visitor activity outlines, manage personal preferences, provide relevant or timely information to your or offer focused advertisements. Cookies set across its website, set by Bwa investment's third party partners or Bwa investment, can be in the form of session or persistent cookies, and may use different technologies, such as JavaScript or Flash. If you would like to 'opt out' of the cookies set by the Bwa investment website and the App, this can be accomplished on a cookie-by-cookie basis subject to the browser settings. You may limit site operation or functions if you limit the cookies.

Governing law and complaints process:

These Terms, their subject matter and their formation, are governed by the applicable laws and regulations in KSA. We may take action against you to enforce these terms in any court of competent jurisdiction.



At the following email and number, you may ask questions related to bwa Invest or services and we will address your questions as soon as possible. We care about your experience, and we aim to provide you with, should you face any difficulties or have complaints, a dedicated officer or more to process and resolve such issues or complaints in accordance with our Terms, Privacy Policy, the Terms and Conditions and the applicable laws and regulations in KSA.

Reach out to us

Email: info@bwainvest.sa

Number: +966112008087