

# Terms and Conditions

Last Updated: December 1, 2020.

Welcome to the site [www.aigcom.com](http://www.aigcom.com).

Artificial Intelligence Global Company (AIGC) offers " [aigcom.com](http://aigcom.com) " website to display the services we offer and publicize them, and we provide various types of content dedicated to our services through the website, and the content we provide is subject to our intellectual property rights, and we provide the website in accordance with the following terms and conditions:

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## **Section 1: Definitions**

In this agreement unless otherwise required by the context, the following terms shall have the meanings referred to.

**"AIGC"**, **"Site"**, **"We"**, **"Us"** or **"Our"** refers to the site: "[aigcom.com](http://aigcom.com)" and Artificial Intelligence Global Company (AIGC) in the Kingdom of Saudi Arabia **"Company"** refers to Artificial Intelligence Global Company (AIGC) in the Kingdom of Saudi Arabia.

**"User"**, **"you"** or **"your"** refers to the person who uses AIGC site, visits it, or visits the content available through the site.

**"Services"** refers to the programs that the site displays and which is provided through the Company in accordance with the specifications and requirements specified by the client.

**"Client"** refers to individuals, institutions, companies and public and private bodies that submit purchase requests for services provided by the Company in accordance with the terms and conditions of Contract.

**"Contract"** refers to the contract that is signed in writing between the Company on the one hand and the client on the other.

**"Content"** refers to the content of the site which include among other things (photos, texts, movies, information, data, lists of services, description of the services, advertisements, all icons, symbols, letters and figures).

**"Agreement"** refers to the conditions, terms, privacy policy, all pages of the site, descriptions of services, all information, the content of services, all instructions and the special agreements made between the site on one hand and any of the site users on the other hand.

## **Section 2: Consent And Capacity**

You declare that you have the legal capacity necessary for concluding and accepting this agreement and that you have the full unrestricted legal authorities according to the following conditions:

1. It is stipulated for the user of the site that he has the legal capacity necessary for concluding contracts and we shall not be responsible for ascertaining the capacity of any of the users of the site.
2. With your use of the services of the site you agree on this agreement and you declare are that you are legally bound by the terms and conditions provided for in this document or its amendments.
3. You declares that under this agreement you will not rely on any promises, guarantees or emphasis by or on behalf of the site except what is provided for in this agreement.

4. You declare and agree that you are bound by all the terms and conditions provided for in this agreement regardless of the state to which you belong or through which you enter into the site or on whose territory the services of the site are received.
5. If you are under the legal age in your country, you may use the site services only with involvement of a parent or guardian and we shall not be responsible for ascertaining the supervision of one of the parent or the guardian.
6. Without prejudice to any other rights and remedies of the site under this User Agreement or at law, we reserve the right to limit your access to the site if the site believes that you haven't reached the legal age in your country.

### **Section 3: Electronic Signature**

The site services don't require registration and your use of these services shall be deemed to be an express consent by you to the terms and conditions provided for in this document and all the other policies and you shall be legally bound by them from the date of this use.

### **Section 4: Providing Services**

1. The site always attempts to make available its electronic services in the ideal way and uses in this regard all the tools, equipment, devices, programs and the means of protection necessary for making available the services in addition to taking all the necessary legal procedures.
2. We provide our services "as they are available" without any promises or guarantees of any kind whether express or implied through the use of this site, its content or services provided by it. You expressly agree that you are personally liable for the use by you of the site.
3. The site doesn't warrant that technical defects will be repaired or that the site or its servers are free from viruses or anything else that is harmful or destructive and you know that the sites on the internet might be exposed to corrupt data or its unavailability or the delay of its appearance and you accept that.
4. You declare the site is an internet – based service and in spite of exerting our best to keep information safe, we can't guarantee that information received or transmitted by the user while using the site is safe at all times.
5. We shall be entitled at any time to cancel all or some of the services we provide. The user knows and agrees that the site is not bound to make available the services at any time.
6. The site shall be entitled to levy service fees on the users without having to get the consent of the users.
7. The company provides services, so the client can contact the specialized staff, provide us with his own service content, order the service through the Company and pay through our approved payment methods. The company is submitting the services and products contracted with the clients in accordance with the terms of the Contract.

### **Section 5: Technical and Administrative Support**

1. The site shall provide the technical and administrative support to the user through replying the inquiries necessary for accomplishing the content and the technical support to the site.
2. The site shall lay down the terms, conditions and various policies that regulate the display and use of the content available through the site.
3. We may at anytime conduct modifications or improvements we consider appropriate and necessary for increasing the efficiency of the site. The user shall be bound with any directions or instructions provided by the site to him in this regard.

4. The site doesn't guarantee that the services or part of them work on all computers or mobile phone. Also, for the devices on which the site works, there might be a delay or breakdowns due to a breakdown in the internet. Consequently, you exempt us from liability therefore.

5. The site might be unavailable from time to time due to the acts of repair, maintenance or development and you agree that the site shall not be bound to provide the technical support at anytime.

### **Section 6: Content Policy**

1. All the contents available via the site are devoted to services purposes only for providing our services. The site provides the content through it for the purposes of providing and displaying our services to the users and marketing services through the site.

2. The data available through the site may include some unintentional errors, The site shall not provide any guarantees as regards relying on the content by any user or visitor. These content express the opinion of their writer only, so you exempt us from any liability arising from this. Also you undertake to contact us to inquire and request to correct any errors in the data.

3. The site shall not be deemed to be an information content provider. Also, it shall not be treated as a publisher of any content published via the site or via any property available via the site. The client must check any content available through the site, check its authenticity and accuracy and to conduct due diligence like the person who is keen to handle the content.

4. All content available through the website is subject to our property rights, including intellectual property rights, personal property rights and commercial rights, and no user without obtaining our written consent is authorized to copy, quote, modify, alter, imitate, or exploit this content on any commercial or non-commercial pages, publish it via social media or via any website, send it via e-mail or exploit it to provide competitive or non-competitive services, or exploit this content in any way.

We authorize the user to access to our content via "aigcom.com" website and its sub-pages only.

5. The site shall incur no liability in view of the publication of the content and we shall not be liable for the violation by the user of any of the rights of third parties and it shall be the user's liability only.

6. The site shall incur no liability in view of the misuse of the content and it shall be the user's liability who misuses the content and in this case the user shall be deemed to be liable to us for his use of the content contained in the site.

7. The site at any time shall be entitled to delete the content published via the site.

8. The user is obliged not to publish any political, religious, inflammatory or offensive content of cultures, religions, peoples or nations, And he is also prohibited from publishing of any immoral content or content that violates the applicable laws.

9. In all cases, the site shall not be liable for any damages caused to the users due to the pieces of advice or information provided by the site.

10. The Company may ask the client to provide certain Content for the purposes of delivering the contracted Services, and this Content provided to us must meet the following conditions:

- Content must be service-related and as requested by the Company, and it must be submitted within the period that we set for the client, and delaying the delivery of content to the Company will delay the implementation of the Services or delay the delivery.
- The client must have full authority and power to deliver the content to the company, the content must be owned or licensed by him to use it, and the content shall be submitted to us on the client's personal responsibility.

- The content must not infringe any intellectual property rights, privacy rights or any rights of others, and the content must be legal and not contrary to any applicable laws.

### **Section 7: Acceptable Use Policy (AUP)**

We shall make available the site within the framework of service referred to the services advertised via the pages of the site and your use of the site shall be subject to the Acceptable Use Policy (AUP) approved by us and which includes the following terms:

1. The site are available in all parts of the world and you declare and agree that you are bound by all the terms and conditions provided for in this agreement regardless of the state to which you belong or through which you enter into the site or on whose territory the services of the site are received.
2. The user shall use the content in a legal way via the site and shall follow all the instructions available in relation to the use. In case you breach these instructions, we might block your access to the site.
3. The user shall receive all the services publicized via the site under his personal liability and he shall be bound to follow the provisions of this agreement and the user shall comply with all the policies followed by the site.
4. The user shall be bound by the provisions of laws, decrees and systems in force in his country.
5. The user shall be prohibited in any way to intervene the working method of the site or to publicize in any way that he represent us contrary to reality.
6. The user shall legally use the services of the site and shall not create, make up or cause legal problems to the site or any of its users.
7. The user shall notify us in case of discovering any activity or services that are unlawful in order for the site to be able to take all the actions necessary for maintaining the site and the users.
8. The user shall not be entitled to connect the site with any acts he does or with promoting himself as one of our partners or representatives.
9. You promise to make available the information and documents necessary and which is required by the site from you at any time during the provision of services to you.
10. By the user's commitment to the conditions of use or any conditions of the service, the site grants you a limited and non-exclusive license that is non-assignable and may not be subleased to have access to the non-commercial use of the site services.
11. This license doesn't involve the reselling or any commercial use of any of our services or their content. Also, it doesn't involve any copy of the content in the favour of third parties or the use of means of getting data as well as any use of the tools of collecting and eliciting the similar data.
12. You may not reproduce or make typical copy of this site, copy, sell, resell any part of it or use it in a different way for purposes of commercial or non-commercial exploitation of it without having an express written consent by the site.
13. You may not use any descriptive marks or any other text which exploits the name "AIGC" or its trademark without an express written consent by the site.
14. You agree not to use the site or any service provided via it in an illegal, deceitful or antisocial way as we determine.
15. You shall be prohibited from using the site or any content published or available via this site in a way that contradicts our objectives, laws in force or the provisions of this agreement.
16. You shall be liable for the lack of the serious and credible use of the site. You may use our services in the form only legally permitted and according to the conditions of the agreement. You may not misuse our services in any of the forms.

17. The user is bound to notify us in case of discovering any illegal use of the site and the user is bound to notify us in case of the existence of any publications or materials that seem to violate this "Agreement".

18. All rights not expressly granted to you to these conditions of or any conditions of another service shall be reserved by the site. The licenses granted by us shall terminate in case you don't comply with these conditions of use or any conditions of another service.

### **Section 8: Confidentiality and Protecting Information**

1. All information and data available through the site are protected under the applicable laws, and it is prohibited to copy information and data, use extracting information means or collecting them in any way, exploit or authorize others to exploit them without obtaining a written consent from the site, and we reserve all our rights to compensation and legal responsibility in case of non-compliance.

2. All information about the site is confidential and may not be disclosed to others only with a written consent of site.

### **Section 9: Comments Policy**

"AIGC" site allows users to add comments through the site, and these comments must be subject to the following terms and controls:

1. The comment must be related to the services being commented upon. "AIGC" site does not accept any offensive comments that violations this agreement or violates any applicable laws.

2. "AIGC" site does not accept any comments that include offence to the platform, any users, companies, individuals, countries, cultures, customs, traditions, norms, any competing companies, etc.

3. "AIGC" platform does not accept any comments that include any promotion of services or goods that are not ours, and it is prohibited to include any software, external links or content that is not related to the site services.

4. Any means of communication of any type is prohibited from being posted through the website, and the website will delete any means of communication broadcasted through comments.

5. "AIGC" site reserves the right to delete the comments that violate the provisions of this agreement while reserving all our legal rights and compensation.

6. Any person or entity affected by the comments provided by the user reserves all his\its rights to appropriate compensations with all legal and judicial claims.

### **Section 10: Third Parties**

1. The third parties may assist us in providing our services, and the site release its legal responsibility for any direct or indirect, intentional or unintentional errors made by the third parties which provide services through the platform.

2. Terms and conditions of third parties may be applied to the user, and these are not subject to our control and therefore the user must access to and agree on these policies before benefiting from the services provided by the third parties through us.

### **Section 11: Information**

1. All the information you disclose must be real, updated and correct and express yourself and match with what is required in the site.

2. The user undertakes to precisely enter the information required to be entered in the site and he shall be responsible for regularly reviewing this information for the purpose of correcting, modifying or renewing

it as long as he has new information regarding this and he is required to keep all the data and documents proving that.

3. In case you have provided incorrect, unprecise, non-synchronized, or incomplete information or in case we have reasonable reasons to suspect that this information is incorrect, imprecise, non-synchronized, incomplete or inconsistent with this agreement of use and without prejudice to any other rights under this agreement or the law, we will suspend or cancel your membership.

### **Section 12: Copyrights**

1. Artificial Intelligence Global Company (AIGC) in the Kingdom of Saudi Arabia shall reserve its intellectual property rights connected with the website with its elements and contents and this includes any (data, information, images, marks, manuscripts, symbols, letters, logos, videos, graphs).

2. The site shall reserve its intellectual property rights in connection with all the elements of the site and its contents and nobody shall be entitled to infringe the rights of the platform and this includes the prohibition from imitation, copy, modification or collecting any data or contents related to us, as all the contents included or available within the site services such as (texts, logos, pictures, graphs, voice, recordings, icon buttons, digital contents, materials that are uploaded, software and collection of data) shall be the property of the site and shall be protected by the international copyrights laws.

3. The collection of all data inserted in the site or making it available by any of our services shall be exclusively and privately owned by Artificial Intelligence Global Company (AIGC) in the Kingdom of Saudi Arabia and protected under the international laws of copyrights and also shall be protected under the international conventions in force such as Bern Convention and TRIPS Agreement.

### **Section 13: Trademarks**

1. "AIGC" and our sites logos shall be our trademarks and/or our services marks. The site shall be entitled to publish its services under any subsidiary trademark connected with us.

2. Pictures, logos, headers of pages, icon buttons, texts and services names shall be trademarks and commercial designs related to us.

3. Our trademarks may not be used without having recourse to us and they may not be imitated, plagiarized, stolen or modified as well as not performing any acts in respect therewith without obtaining our consent.

4. We shall reserve all our intellectual property rights including the trademarks under the laws of protection on national and international intellectual property rights as well as the international agreements such as TRIPS Agreement and Berne Convention.

### **Section 14: Telecommunications and Notices**

1. The site shall be entitled to contact you via the contact information you provided in view of our various services.

2. You agree that all agreement, notices, disclosures and other telecommunications done by us online satisfy all the legal conditions as if they were written with all their legal effects.

3. In case you decide at any time that you don't want to receive promotion messages, you can deactivate the receiving of these messages through correspondence with us. But in this case we don't ensure that you will enjoy our services fully.

4. Any notices you like to send to the site must be sent through the features specified within the site. Any notices sent outside the site shall not be considered.

5. Any notices the site likes to send to you shall be either by publicizing them via the site. You are supposed to have known of the notice as soon as the notice is publicized via the site.

### **Section 15: Legal Liability**

1. You shall be bound by all the laws and regulations in force within the state in which you use the site in relation to your use of the site and shall incur all the liability arising from your breach of the laws and regulations also you shall be bound by all the terms and conditions provided for in this agreement.

2. In case of the breach by the user of any of the conditions or provisions of this agreement, we shall be entitled to take an administrative action within the site. This action might be a permanent ban on the user in breach. He shall not be entitled in this case to use the site once more except with an express consent of the site.

3. The user shall be fully liable in case of causing directly or indirectly damages to the site or the third parties whether these damages have arisen from intentional acts, the negligence or any acts that cause damages to the site or the third parties.

4. The user be fully liable for the deception or misrepresentation committed by him or for the losses arising from his intentional fault or gross fault.

5. The user declares that we don't represent him against third parties and we aren't considered to be his agent and he is personally liable to the prejudiced in case of breach of the conditions and provisions provided for in this agreement or in case of breach of the legal texts and provisions in force.

6. The prejudiced party who is harmed as a result of the breach by any of the parties to this agreement has to take all the necessary legal procedures against the party who committed the illegal act without having recourse to or against us. The prejudiced party has to notify us of the breach only to take an action within the site.

7. In case you violated this agreement, the site shall reserve its right to recover any compensation due to us from you as well as any losses or damages caused by you. And the site shall be entitled to take the legal procedures or to resort to competent courts to file civil or criminal actions against you.

8. The site doesn't ensure to take actions against all the violations of this agreement. Not taking legal procedures in relation to any of the cases of violation shall not mean a waiver of our right to take these procedures at any time we consider appropriate.

9. In all cases the site shall not be ancillary or jointly liable with the users and the user's liability shall be personal.

10. The site shall be entitled in case of any illegal or deceptive activity in general to report it to the competent authorities for enforcing the relevant law.

### **Section 16: Relieving of Liability**

1. The site shall not be legally liable for losses or damages whatsoever that might arise from using this site including but limited to the direct and indirect damages. The site, its officials and employees shall not be legally liable to you or to another party for any direct or indirect loss or any other cost that might arise from, in connection with the performance of this "Agreement" or the provisions of our services.

2. The site doesn't provide any guarantee and shall not incur any liability in relation to the modernity, commonness, precision and quality of information received by the user via the site.

3. The liability of using or depending on the information that is received or reached by the user through the site services shall completely lie on this user.

4. The site doesn't provide any guarantees that this site, its servers or the content are free from viruses or other harmful components.
5. The site can't assure that each user of the site is actually the person he claims to be.
6. You know of and agree on the exemption of the site from any liability arising from the acts of third parties whether he is a user or service provider etc.
7. The site shall not be directly or indirectly liable and to the maximum extent permitted by law for any damages caused to the users as a result of using the service's or for any faults not arising from negligence or intentional fault on our part.
8. The site shall not be deemed to be an hosting provider or information content provider. Also, it shall not be treated as a publisher of any content published via the site or via any property available for communication via the site.
9. In all cases, the site shall not be legally liable for the content or any losses caused to the user or any persons belonging to him and also the site shall not provide any type of insurance or compensations therefore.
10. The site doesn't warrant that the all services satisfy all the expectations of the customer upon their use. Consequently, the user accepts them in the conditions at the time of use.
11. The site shall not be liable for any personal acts, any violation of the rights of privacy or any intellectual property rights.
12. The conditions of exemption from liability provided for herein shall apply.

#### **Section 17: Compensations**

1. The site shall not provide any types of compensations in cash or in kind in case any loss resulting from any service has been caused to you as a consequence of the service you obtained from the site.
2. You agree to compensate the site and to acquit its liability as well as defending it against all the actions and claims brought or claimed by third parties as a result of your use of site or due to the violation of these conditions and terms or the breach of the rights of the other users or third parties.
3. The site excludes from its warranties, clauses and conditions any financial losses that might be connected with the user or the distorted reputation or any damages arising from the your misuse of the site services and the site shall not incur any liability or claims in such cases.
4. You shall be bound to compensate for any losses or damages caused to the site as a result of any illegal use or not permitted by us.

#### **Section 18: Taxes and Fees**

1. The site shall not get any fees from the users and the services of the site shall be provided to them for free.
2. The user incurs all the fees and governmental taxes connected with the use of the site.
3. The user shall be bound to pay the fees of telecommunications companies for the purpose of getting the data connected with the access to the internet.

#### **Section 19: Modifications**

1. The site shall be entitled to modify the terms and conditions, add any new terms or delete any existing ones and in this case, we update "Last Updated" at the top of this document.



2. You agree to be bound by all the additional conditions and terms that will be made available to you in connection with the use of any of the services available via the site. These additional conditions and terms are attached to this agreement.

3. The modifications or the cancellation shall not require the consent of the user and this shall be done by the sole will of the site and shall be directly applied. Thus, you have to have access to this document periodically.

#### **Section 20: Cancellation of The Agreement**

1. We shall be entitled at any time to cancel the terms and conditions or to replace them with another terms and conditions.

2. This agreement shall be deemed to have been automatically rescinded in case of your breach of any clause or paragraph of the terms and conditions of this agreement or causing legal problems to us or the parties to this agreement or to third parties or in case of not documenting your information or suspension of the platform activity. In all preceding cases, we shall be entitled to have judicially recourse against you under this agreement in case the cause of rescission is due to your breach of its provisions.

3. In case of termination of this agreement, all the legal effects resulting from it shall apply at the time of its effectiveness. Also, the terms connected with the limited liability and the determination of the legal and judicial jurisdiction shall be in effect vis a vis the user even after the termination or expiry of this agreement.

#### **Section 21: Legal Nature of Agreement**

1. This agreement shall be deemed to be the entire and final agreement between the site on one hand and any person visiting or using the site or any of its features or advantages on the other hand. This agreement shall be deemed to be a valid contract satisfying the legal conditions and elements and shall be enforceable against all Users. Its provisions and obligations shall be binding on all of them and neither party may derogate from it or terminate it since it has resulted in its legal effects.

2. The site and all Users declare that this agreement forms the entire agreement among them. They declare that they didn't rely on any emphasis whether oral or written for accepting this agreement other than the provisions stated herein.

3. This agreement contains all the terms and conditions that regulate the legal relationship between the site on one hand and all the users of the site on the other hand. In case of the wish by the user to inquire any term herein, he has to communicate with us and we will give him clear answers to all inquires he has.

#### **Section 22: Third Parties**

The use of the site might be coupled with making available services or content of other bodies that aren't under our control. Consequently, you declare that other conditions, terms, agreement and policies of privacy apply to your use of the services and content of the bodies not belonging to us.

#### **Section 23: Governing Law**

Saudi law shall govern the interpretation and the performance of all the terms of this agreement and the user shall be bound by any other legal provisions provided for in Saudi laws since they are necessary for the performance of the terms of this agreement.

**Section 24: Judicial Jurisdiction**

Saudi judiciary shall be competent to decide any dispute arising in view of the interpretation or performance of any term of this agreement. In case of excluding any term of this agreement under a judicial decision, this shall not prevent the performance of the other provisions mentioned herein.

**Section 25: Language**

1. Arabic text of this agreement shall be the certified text in relation to interpretation and application of its terms and conditions.
2. In case of conflict between the Arabic text and the translated text of this agreement, the Arabic text shall prevail.