

Filey Terms and Condition

INTRODUCTION:

- We thank you for using the “Filey” application (hereinafter known as the “Application”) which is owned by “Filey for Print Related Services Activities” W.L.L, a limited liability company registered under the commercial register No 452312 (hereinafter known as the “Filey”) .Filey App operates in accordance with the laws of the State of Kuwait, and we would like to inform you that the main purpose and objective of you reading and agreeing the general terms and conditions of use is to inform you about the obligations that you must follow while using the Application, therefor you must read it carefully.
- Your use or registration in the Application constitutes your express consent to accept the terms and conditions, and if you do not desire to be bound by these terms and conditions, you can continue browsing in the Application without subscribing or experiencing the services provided.
- The Application has the right to change the terms and conditions at any given time at its own discretion and unilaterally, therefore we advise you to read it regularly from time to time to ascertain any amendments that may occur, whereby the terms and conditions are enforced once published on the Application, and by continue using the Application this considered as an approval by yourself on the new terms and conditions.

LEGAL ELIGIBILITY TO USE:

- Your registration in the Application is an acknowledgment from you that you have reached the age of majority according to the laws in force in the State of Kuwait and that you have the necessary legal capacity to accept the privacy policy, terms and conditions and use the Application according to them, and if you are under 21 years of age you can use the site only with the permission and subscription of one parents or guardian.

RESPONSIBILITY OF PROTECTING YOUR ACCOUNT:

- When you create an account to use the Application, it will ask to put your password, and then you are solely responsible for maintaining the confidentiality of the password and not allowing others to use it. In addition, you are required to compensate and discharge the company from any loss that may occur or to any other party as a result of someone else using your account due to your failure to protect your account.

PROHIBITED ACTIVITIES ON THE SITE:

- Below is a list of illegal behavior that are prohibited to be carried out in the Application, and the company have the right to investigate or take any appropriate legal action against any person or user or participate in any prohibited activities at the company's discretion, including those prohibited activities, but not limited to -
 - 1) Using the Application for any purpose against the laws and customs of the State of Kuwait.
 - 2) Post any material that violate intellectual property rights, privacy rights, rights of publicity, trade secret rights or any other rights of any third party whatsoever.
 - 3) Any publication of advertisements of any kind or source unless by prior and express agreement with the company.
 - 4) Posting viruses or malicious computer code to disrupt the site or to it users.
 - 5) Hacking the Application or any similar act that leads to the disruption of the Application and/or the inability of the company and/or users to access it and/or use it in the way it was intended.
 - 6) Collect information about users of the Application, including their email address, without their consent.
 - 7) Allow others to use your username and password.
 - 8) Any act that the company, in its sole discretion, considered to expose it or any of its users to any liability or harm of any kind, including but not limited to:
 - a) Intentionally posting false or incorrect information in the Application regarding the services of the Application.
 - b) Publishing methods of communication without the company's consent or misusing the Application to carry out deals that may take place outside the Application.
 - c) Exposing users to financial and moral damage, directly or indirectly.
 - d) Non-compliance with contracts concluded with the company.

THE COMPANY HAS THE RIGHT TO TAKE ANY OF THE FOLLOWING ACTIONS: -

- 1) To verify any claim against any content posted on the Application that does not comply with the privacy policy and the general terms and conditions of use, where the company has the right at its sole discretion to delete the content.
- 2) Delete any offensive or illegal, content, or posts that do not comply with these general terms and conditions of the company.
- 3) The company has the right to terminate any user's access to the Application in case of any violation of these terms and conditions without objection from it.

APPLICATION RIGHTS AND INTELLECTUAL PROPERTY PROTECTION AND PUBLICATION:

- 1) The contents of the ideas, design and software of the Application are protected by intellectual property and copyright rights in accordance with international and local laws in this regard, and then you can view and download parts of the materials, therefore you can view and download content and different parts of the Application, for your personal and non-commercial use only. Distributing, resending or publishing any copyrighted materials of the company or of the imaging center without obtaining the express written consent from the company exposes you to legal accountability, and you are obligated not to change or delete any proprietary notices from the materials downloaded from the Application or any content of the Application.
- 2) When you use the Application, you acknowledge and agree that all copyrights, trademarks, and other intellectual property rights are owned by the company and its licensees of trademark holders, and you are allowed to use the material or content only as authorized by us or our licensees' holders.
- 3) In case of using the Application, you agree that all material or content in the Application is available only for personal, non-commercial use, and you agree not to assist or facilitate any third party to have a copy, reproduce, publish or display; or commercially distribute, exploit, or create derivative works from such material or content.
- 4) In the event that it appears to you that any content published or displayed on the Application violate your proprietary and copyright rights, you can request the deletion of such materials by contacting customer service and provided the following information: -
 - a. Identify and indicate the content that enjoys protection from publication and that has been violated by the Application, please describe the content and add a copy of it or the place of that violation if possible.

- b. Provide us with your personal information of contact (name, address, phone number, and e-mail address).
- c. All documents supporting the unauthorized complaint by the copyright owner, his agent, or the law evidence of such violation.

Therefore, please send all of the required information in the email mentioned in the Application.

WARRANTIES AND DISCLAIMER:

Although we will take the necessary care to ensure the correctness of the information and contents posted in the Application, the company does not have any obligations or warranties, whether express, implied, legal or otherwise, for the correctness or accuracy of such information, including but not limited to the terms and conditions for the provision of the offered services, and the company does not provide any guarantees regarding the accuracy, continuity, usefulness, efficiency, completeness or validity of the information, in addition, the company does not and cannot provide guarantees against human or mechanical errors, omissions, delays, interruptions or losses, this includes data loss, and the company does not and nor provide guarantees that any of the files available for downloading from the Application are not infected with viruses of various types, or other codes that have contaminating or destructive properties, and the company does not and cannot guarantee the continuity of any content published on the Application. However, the Company does not guarantee that the services provided through the Application will be uninterrupted or error-free, or that errors in the Application will be corrected. Errors may appear during ordering or purchasing process from time to time, and errors may occur in the during processing or payment process that lead to the interruption of the purchase process. The company will do its best to try to solve any problems that may arise as a result of these errors, and the user agrees that the company is free to take full action and appropriate in such cases. Furthermore, the Application has the absolute right to provide your information to third parties whom the Application deals with, to deliver to you the services provided in the application in the outmost efficient manner.

JOINT LIABILITY LIMITATIONS:

- 1) Filey and its users will not bear any direct, indirect, special, incidental or consequential liability arising from your use of the Application or any other claim related to your use of the Application, and the disclaimer also includes all indirect, special, or incidental damages, or consequential damages including but not limited to in case of misusing issues, loss of profits and data, interruption, computer failure, malfunction, or any other business damages or losses, even if the company has been advised or alerted.
- 2) The services have been selected for personal use only, and the company will not be liable for any delay or failure to deliver the services otherwise to perform any obligation as specified in these terms if the cause is wholly or partly caused by events of force

majeure and/or by force majeure, whether by directly or indirectly, or due to circumstances beyond its reasonable control.

- 3) If any provision of these terms is considered by any competent authority to be invalid or unenforceable in whole or in a part, this will not affect the validity or enforceability of the other terms.
- 4) Any delay or failure by the company to exercise, or any powers, rights or remedies under these terms, will not be considered a waiver thereof.

REQUEST OF SERVICES:

-The user shall purchase the services available on the Application, whereby the aforementioned shall pay the full value of the service purchased as mentioned in the Application. Additionally, the services shall include a transaction fee of 0.150 KD (One Hundred and Fifty Kuwaiti Dinar Fils). If delivery services are requested then the order is subject to delivery fees and any other appropriate fees or taxes that are applied by the State of Kuwait. The payment and delivery terms are provided below in the delivery and payment clauses below. All services that you order through the Application are subject to the general terms and conditions of use.

Please note that if you have any questions regarding the aforementioned terms and conditions, you can tap on the question mark icon to receive a pop-up message with further details. You will be asked to accept or decline the terms and conditions. In the case of accepting, you will be required to pay a transaction fee of 0.150 KD. However, in the case of declining, please note that you will be required to pay a minimum order amount of 1.250 KD.

GENERAL PROVISIONS:

- 1) After selecting the required service and paying the full value as specified in the Application. You will also find a copy of the invoice provided under “My Orders Column” and an order confirmation notification will be sent to you via your email that is registered in the Application.
- 2) The user acknowledges that the price of typing services (i.e hand written documents) and translation services will be based on a maximum of 200 (Two Hundred) words per page. Whereby, if a page consists of more than 200 (Two Hundred) words its shall be calculated based on a 200 multiple (for example, 400 (Four Hundred) words shall be priced as two pages, 600 (Six Hundred) words shall be priced as three pages and so forth).
- 3) All of the amounts paid on orders which are subject to refund when Filey or the Printing Centre providing the service is in default of the ordered service providing the services , shall be provided in your Application wallet in a point system that allows you to purchase new services.

- 4) The educational material provided in the Application is not considered as the Application's property, you acknowledge that the aforementioned are all provided by third parties and that the Application is not liable on the wording provided within the educational material.

PAYMENT:

- 1) When purchasing the service through the Application, the value of the requested service is paid using bank cards. The process of debiting the bank card takes place once the service request is received and after investigating card details, and in the event that we are unable to provide the service, we will inform you as soon as possible by email or telephone call.
- 2) In the event your order does not meet the minimum requirement for an order amount of 1.250 KD (One and Two Hundred and Fifty Fils Kuwait Dinars), a minimum charge fee of 0.150 KD (One Hundred and Fifty Fils Kuwaiti Dinar) shall be applied. If user decline the aforementioned and your order is below 1.250 KD (One and Two Hundred and Fifty Fils Kuwait Dinars) you will pay the minimum order amount which is 1.250 KD (One and Two Hundred and Fifty Fils Kuwait Dinars)

Discount:

- 1) Voucher codes are subject to the terms and conditions listed below.
- 2) Customers may use voucher codes for discounts when placing an order through the application.
- 3) Voucher codes may not be combined with other discounts or promotions.
- 4) Voucher codes may not be used to purchase gift cards.
- 5) Voucher codes may only be used for orders over 1.250 KD (One Dinar and Two Hundred Fifty Fils).
- 6) Voucher codes may not be applied if the user has money credited in their wallet in the application.
- 7) Voucher codes may only be used for a limited time and may expire without notice.
- 8) Voucher codes have no cash value and may not be redeemed for cash.
- 9) The Company reserves the right to cancel or modify any voucher code at any time without notice.
- 10) The Company reserves the right to refuse the use of any voucher code at its discretion.

By using a voucher code, customers agree to be bound by these terms and conditions.

DELIVERY POLICY:

- 1) When the user completes the requested service through the Application, a message will be sent to your email registered in the Application containing the order details.
- 1) Delivery process:
 - a) After the user requests the service through the Application and pays the value, the company will review the request to ensure that the service is available at the competent typing center or not.
 - b) The Delivery Company will send an SMS message to your e-mail, where the message will state that the driver has received your order and is on the way to deliver it to you as per the registered address and time frame shown in the Application.
- 2) The user must enter the address information carefully, and the delivery is considered complete in the event that a family member or a worker at the home signs the invoice or the delivery notice.
- 3) The user acknowledges that all orders are delivered through third parties (i.e delivery companies) and indemnifies the Application and Filey from any actions that may arise from the third parties and shall directly communicate with the third party to settle any dispute that may arise.

RIGHT OF TERMINATION:

- 3) The company has the right to terminate your account and the usage of the Application for any reason it believes appropriate, in the event that the Application decides at its own discretion and, for example, but not limited to, that your use of the Application was unacceptable, or if you violate the terms and conditions, and the company will send a warning to you before terminating your use of the Application, but Not obligated to do so.

NOTICES AND COMMUNICATIONS:

- 4) The Company has the right to send notices according to these terms and conditions using e-mail, a general notice on the Application, or an advertisement or a promotional message to your e-mail.

GOVERNING LAW AND DISPUTE RESOLUTION:

- 5) These terms and conditions will be governed and interpreted in accordance with the laws of the State of Kuwait, and any dispute that may arise from them or from the services provided by us must be heard before the competent courts in the State of Kuwait, and in the event that any provision of these terms and conditions becomes

unenforceable or legally not binding, you will remain bound by all other terms and conditions.