

Terms and Conditions

Subscribing to the services of the Saudi Intellectual Property Company

Subscribing to the services of the Saudi Intellectual Property Company through the website implies agreement to the following terms and conditions (**Terms of Use**). The services provided by the Saudi Intellectual Property Company under the Terms of Use include various products, features, and tools designed to help protect, preserve, and monitor your business activities (**the Service**). Any new features or tools added to the current Service are also subject to the same terms.

The Saudi Intellectual Property Company reserves the right to update and change the Terms of Use by posting updates and changes on its website. It is advised to visit the website periodically to be aware of any updates that may affect you. You are required to read all the provisions in the Terms of Use and agree to them before becoming an official user of the digital portfolio affiliated with the Saudi Intellectual Property Company. Summaries in simplified language are provided for clarification. Please read the “Terms of Use” for a complete understanding of your legal requirements. By using the Saudi Intellectual Property Company or any of its services, you agree to these terms.

Terms of Use and User Account Creation for the Contracting Company

- You must be 18 years old or older or have reached the age of majority according to the regulations and laws applicable in the country from which the service is used.
- The company using the services of the website and benefiting from them must provide the Saudi Intellectual Property Company with the necessary information by sending an email indicating the full name of the authorized representatives for managing the company’s accounts as they appear in official documents, the current address, mobile number, and a valid email address. Any required information as indicated in the registration form to use the service.
- The Saudi Intellectual Property Company reserves the right to reject the creation of any account, and it has the right to cancel any account for justifiable reasons according to the granted authorities.
- The Saudi Intellectual Property Company has the right to use the email address as a primary means of communication.
- The user is responsible for keeping their password secure. The Saudi Intellectual Property Company is not responsible for any loss or damage resulting from forgetfulness and failure to maintain the account and password security.
- The user is responsible for all activities and content, such as data, graphics, images, and links, uploaded under their account in the Saudi Intellectual Property Company (**“Digital Portfolio Content”**). The transfer of any viruses, computer worms, or any destructive codes is prohibited.
- Any breach or violation of any term in the Terms of Use, as specified according to the authorities granted to the Saudi Intellectual Property Company, will result in the immediate termination of user services and a claim for compensation.

Activation of the Account

- **Client Account:** Contracting Company or Authorized Representative by the Company to Manage the Account of the Saudi Intellectual Property Company.
- The beneficiary of the service is the contracting party (**authorized account representative**) and subject to the terms of use. They are the sole person authorized to manage any account unless another authorized person is delegated.
- If you are a subscriber to the service on behalf of the employer, the employer is the account holder, and you are authorized by them. Therefore, the terms apply to them.

General Provisions

- You must read and agree to all the terms and conditions outlined in these Terms of Use and Privacy Policy before becoming a member of the Digital Portfolio website, Saudi Intellectual Property Company.
- Assistance is provided to all users of the Digital Portfolio website, Saudi Intellectual Property Company, and is available only through the website/email.
- The terms of use are subject to the laws of the Kingdom of Saudi Arabia, and the parties agree that the judicial authority in the Kingdom of Saudi Arabia has jurisdiction over any dispute or claim arising from the terms of use.
- The account owner acknowledges that the Saudi Intellectual Property Company may modify these terms of use at any time by posting the amended terms on the Saudi Intellectual Property Company website.
- Amendments to the terms of service take effect from the date of publication. The account owner's use of the services after the modification, published on the Saudi Intellectual Property Company website, constitutes acceptance of the amended terms of use. The account owner must stop using the service if they do not agree to any changes in the terms of use.
- The account owner may not use the services of the Saudi Intellectual Property Company website for any illegal, regulatory, or unauthorized purpose. The Saudi Intellectual Property Company has the right to deactivate any account that violates any of the above, and the user agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the service without explicit written permission from the Saudi Intellectual Property Company.
- The user is prohibited from purchasing search engine or other pay-per-click advertising (such as Google AdWords) or identifiers using the trademarks of the Saudi Intellectual Property Company or any variations and misspellings for manipulation.
- The user must be aware that their Digital Portfolio content may be transferred unencrypted and may include (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- The user acknowledges and agrees that the use of the service, including information sent to or stored by the Saudi Intellectual Property Company, is subject to its privacy policy .
- The terms of use will be available in both Arabic and English. In the event of any conflict or inconsistency between the English terms of use and the Arabic terms of use, the Arabic version is the official version .

Rights of the Saudi Intellectual Property Company

- The Saudi Intellectual Property Company has the right to modify or terminate the service for any reason that violates the contract, without prior notice at any time.
- The Saudi Intellectual Property Company has the right to refuse to activate the service for any person and for any reason at any time.
- The Saudi Intellectual Property Company has the right to remove Digital Portfolio content and accounts that, in its sole discretion, are deemed illegal, abusive, threatening, defamatory, promoting pornography or obscenity, unwanted content in any form, or violating the intellectual property rights of any party or violating the terms of use.
- Verbal or written abuse of any kind (including threats of abuse or retaliation) by any client of the Saudi Intellectual Property Company, employee of the Saudi Intellectual Property Company, member, or officer will result in immediate account termination.
- The Saudi Intellectual Property Company does not pre-screen stored content and is subject to our absolute discretion to reject or remove any stored content available through the service.
- The Saudi Intellectual Property Company has the right to provide its services to any party, even if it is a competitor of other parties benefiting from the same services. The Saudi Intellectual Property Company is committed to ethical and legal principles in not harming any party or withholding its service to benefit another party.
- The user also acknowledges and agrees that employees of the Saudi Intellectual Property Company and contractors may be clients/traders of the Saudi Intellectual Property Company at the same time and may compete with the user. However, the Saudi Intellectual Property Company is not allowed to use the user's confidential information when doing so.
- In the event of a dispute over account ownership, the Saudi Intellectual Property Company has the right to request documents for verification or confirmation of account ownership. Documents may include, but are not limited to, an electronic copy (scanned) of the user's commercial activity license or a copy of the national ID, or the last four digits of the credit card in the file, and so on.
- The Saudi Intellectual Property Company has the right to decide, at its sole discretion or after seeking legal advice, to whom the account ownership belongs and has the right to issue a decision to transfer the account to the rightful owner. If the Saudi Intellectual Property Company cannot reasonably determine the legitimate owner of the account and a decision is causing harm, it has the right to temporarily disable the account until the dispute between the conflicting parties is resolved by a court judgment or a binding agreement is reached in the presence of legal counsel.

Limitation of Liability

- **No Responsibility for Damages:** The user agrees and acknowledges that the Saudi Intellectual Property Company will not be responsible for any direct, indirect, incidental, special, consequential, or punitive damages. This includes, but is not limited to, damages resulting from loss of profit, reputation, use, data, or other intangible losses arising from the use or inability to use the service.
- **No Liability for Profit Losses:** In no event shall the Saudi Intellectual Property Company be liable for loss of profits or any special, incidental, or consequential damages that arise out of or are connected with its services or these terms of use, including those arising from negligence.
- **Indemnity:** The user agrees to indemnify and protect the Saudi Intellectual Property Company, as well as its parent company, affiliated companies, partners, officers, directors, agents, employees, and suppliers, from any claims or demands, including attorney's fees. This indemnity covers claims made by third parties due to or arising from the user's breach of these terms of use, the documents they incorporate by reference, or any violation of law or public rights by the user.
- **User Responsibility:** The account owner bears full responsibility for the use of the service, which is provided on an "as is" and "as available" basis, with no warranties, whether express, implied, legal, or otherwise.
- **Force Majeure:** The Saudi Intellectual Property Company does not guarantee uninterrupted service in cases of events beyond its control, including force majeure, malfunctions, or other unforeseen errors. However, the Company is committed to taking all reasonable steps to address and remedy such situations.
- **Service Accuracy and Reliability:** The Saudi Intellectual Property Company does not guarantee that the results of using the service will be accurate or consistent.

Waiver and Entire Agreement

- The failure of the Saudi Intellectual Property Company to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.
- Your use of the service is subject to the Terms of Use, which represent the entire agreement between the Saudi Intellectual Property Company and the user. This agreement replaces any prior agreements between you and the Saudi Intellectual Property Company, including previous versions of the Terms of Use, oral agreements, or initial communications.

Intellectual Property and Customer Content

- The Saudi Intellectual Property Company has the right to claim intellectual property rights over the content you upload to the Saudi Intellectual Property Company website. All content you upload remains your property, which implies compliance with the terms and policies of the Saudi Intellectual Property Company.
- Users may delete their accounts with the Saudi Intellectual Property Company at any time by requesting deletion through customer service.
- The Saudi Intellectual Property Company reserves the right to review uploaded content to ensure its integrity and compliance with the terms and policies.

- The Saudi Intellectual Property Company has the right to use the names, trademarks, service marks, and logos associated with the user's store to promote the service.

Cancellation and Termination

- **User-Initiated Cancellation:** Users can cancel their accounts at any time by contacting the support team or the provided email and following the specified instructions in the response from the Saudi Intellectual Property Company.
- **Service Termination:** When either party cancels the services for any reason:
 - The Saudi Intellectual Property Company will cease to provide services to the user, and they will no longer have access to their account.
 - The user has no right to a refund unless otherwise specified in the Terms of Use.
 - Any outstanding balance owed to the Saudi Intellectual Property Company due to the user's use of the services will become immediately due, and the user's access to services will be suspended.
 - If the service end date arrives and there are unpaid fees, a final invoice will be sent via email.
 - Upon full payment of the invoice, no further charges will be collected.
- **Right of Termination by the Company:** The Saudi Intellectual Property Company reserves the right to modify or terminate services for any user or their account at any time without prior notice.
- **Fraud:** The Saudi Intellectual Property Company has the right to suspend or terminate an account if there is suspicion of fraudulent activity or any other violation of the Terms of Use and may take legal action if necessary.

Service Modifications and Pricing

- **Pricing Changes:** Service usage fees are not fixed and may be changed. The user will be notified of such changes before contract renewal. Notifications may be published on the Saudi Intellectual Property Company website.
- **Service Modification Notice:** The Saudi Intellectual Property Company reserves the right to modify or suspend the service (or any part of it) at any time, with 30 days' notice before the effective date.

Additional Provisions

- In case of disputes and upon request from regulatory authorities and official entities, the Saudi Intellectual Property Company platform will provide the requested information and data.
- The contracting company's use of the service constitutes acceptance of these terms and conditions and grants the necessary permissions for their implementation.