

Terms and Conditions

Terms and Conditions of Use for [be Tag] Application

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Please read these Terms and Conditions ("Terms") carefully before using the [be Tag] application ("the Application" or "our App"), which is owned and operated by a private individual ("we," "us," "our," or any similar reference to us).

By accessing or using the Application, you agree to be bound by these Terms.

If you do not agree to all of these Terms, please do not use the Application.

1. Acceptance of the Terms

These Terms constitute a legally binding agreement between you and us ([be Tag]).

By using the Application, you acknowledge that you have read, understood, and agreed to be bound by these Terms and by our Privacy Policy, which is incorporated herein by reference.

2. Description of the Application

The Application is a platform that connects merchants and consultants with customers. It allows customers to register, browse services offered by merchants and consultants, communicate with them, and benefit from available offers.

Merchants and consultants can showcase their products and services, provide consultations, and engage with potential clients.

The Application aims to streamline the marketing process by matching customer interests with merchant categories, maximizing benefits for both parties.

Additionally, the Application offers an affiliate marketing feature through the exclusive **"My Points"**, which enables all users to earn continuous, lifetime passive income.

3. Eligibility and Use:

- You must be legally eligible to enter into binding agreements under the applicable laws of your country of residence or our jurisdiction.
- You may not use false information or impersonate any other person or entity.

- By using the Application, you represent and warrant that all information you provide is accurate, complete, and up to date.
- You are responsible for maintaining the confidentiality of your account credentials and for restricting access to your device. You agree to accept responsibility for all activities that occur under your account.
- You acknowledge and agree that your access may be blocked after two consecutive failed login attempts.
- You must use the Application in compliance with these Terms and all applicable laws and regulations.
- We reserve the right to suspend or terminate your account and access to the Application at any time, without prior notice, if you violate these Terms, or if we reasonably believe that you have done so, or in the event of any harm to us, including abuse, defamation, or any attempt to damage the reputation of the Application or its owner.
- You may not authorize any other person to use your account or provide services on your behalf.

4. User Registration:

The Application is open for registration to all users worldwide, subject to compliance with the Eligibility provisions stated above. Registration requirements vary depending on your intended use of the Application:

- **Customers:**

When registering, you must provide accurate and up-to-date information including your full name, email address, phone number, gender, country and city of residence, date of birth, and interests. This information helps us deliver and tailor suitable offers and options. You are also required to verify your email address to complete the registration process.

- **Merchants and Consultants:**

When registering, you must provide accurate and up-to-date information including your full name, email address, phone number, gender (for consultants), country and city, relevant category classification, certificates or qualifications (for consultants), a professional bio, consultation fees (for consultants), and a link to your store or branch locations (for merchants).

Additionally, you must provide a minimum discount of 3% exclusively for Premium members to encourage purchases (the Application does not benefit from this discount).

- You are responsible for maintaining and updating your account information to ensure its accuracy at all times.
- Some services or benefits may be restricted or suspended in certain regions or locations due to external policies beyond our control.
- You bear full responsibility for the accuracy of all data you submit or upload to the Application, regardless of type. We disclaim any liability arising from inaccurate or false information. You will be held accountable for any damages resulting from such misrepresentations or violations.
- If you register as a merchant on the Application, you are required to provide a valid discount code for Premium customers to use in your physical or virtual store, or provide any other means for customers to redeem this discount as indicated on your profile page within the Application. Failure to allow customers to use the discount code may result in account restrictions.
- Do not register or use our services if you are not authorized or qualified to provide the relevant services or consultations.

5. Services and Subscription Plans

- As per the App's business model, it provides marketing services for stores and consultants, shopping and offer-browsing services for customers, as well as access to the exclusive **“My Points”**, rewards program. These services are generally available free of charge upon registration (excluding rapid growth services or Premium membership features). Below is a breakdown of the free and paid (Premium) services and their associated costs based on the type of user:
 - **Customer: Customer:**
 - 1- Free Features:** Browsing offers, referral link access, commission withdrawals every 30 days.
 - 2- Premium (Paid) Features:** Starting from 3% discount on all consultations, access to exclusive store offers for Premium users, ability to withdraw commissions at any time.
 - 3- Subscription Fee:** SAR 9/month (billed annually).

- **Stores:**

- 1- Free Features:** Referral link access, ability to post 5 quick offers or reels per year, commission withdrawals every 30 days, standard visibility in the App.

- 2- Premium (Paid) Features:** Unlimited quick offer postings, ability to add up to 15 reels per year, commission withdrawals at any time, priority visibility, and discounts on advertisement submissions.

- 3-Subscription Fee:** SAR 39/month (billed annually).

- **Consultants:**

- 1- Free Features:** Referral link access, ability to submit up to three offers per month, ability to add 5 quick offers per year, commission withdrawals every 30 days, standard visibility in the App.

- 2- Premium (Paid) Features:** Unlimited offer submissions, unlimited quick offer postings, ability to add up to 10 reels per year, commission withdrawals at any time, and priority visibility.

- 3- Subscription Fee:** SAR 21/month (billed annually).

- The duration of the Premium subscription is one year and is non-refundable once payment has been made. Please ensure that you require the Premium services before completing the payment.
- We reserve the right to modify the pricing of Premium subscription plans or the services included therein at any time. Current subscribers will be notified of any changes prior to their implementation.
- We offer a promotional lifetime discount of 30% on annual subscription renewals for users who subscribe before December 30, 2025.

6- Advertisements:

The App allows stores, consultants, and other commercial entities to place advertisements (free or paid) through the platform in various formats designed to meet market demands and user needs, including:

- **Promotional Banners:** An image displayed prominently on the home page for all users in a carousel format. It remains visible for 24 hours and can be linked to an internal page within the App or an external URL.

- **Pop-up Ads:** An image that appears once to all users upon launching the App, lasting for 24 hours. It may link to an internal App page or an external website.
- **Banner and Pop-up Advertisement Fees:** Additional charges apply for placing banner advertisements and pop-up ads within the Application. These fees vary depending on timing and seasonal availability. The applicable cost will be clearly displayed to the user prior to completing the payment. Subscribers to paid plans are eligible for a special discount on this service.
- **Advertisement Submission and Review:**

All advertisement materials and required attachments must be uploaded by the user. These materials are subject to review and may be approved or rejected at our sole discretion, with reasons provided in case of rejection. Upon approval, payment must be completed within the specified timeframe in order for the advertisement to be published.
- **Non-Payment Consequences:** If a user fails to complete payment for advertisements more than three times, their ability to request new advertisements may be restricted.
- **Finality of Approved Ads:** Once an advertisement is approved, no modifications to the submitted materials will be allowed. Payments are non-refundable and cancellations are not permitted after payment. The advertisement will be published regardless.
- **Flash Deals:** Flash deals are promotional offers that remain visible for 24 hours in the "Flash Deals" section accessible to all users. These deals automatically expire after the allotted time and can be submitted directly through your control panel according to your plan type and the services outlined in the previous section.
- **Reels:** Reels are short-form video promotions displayed in the "Reels" section to users and remain active for 30 days. Reels are uploaded via your control panel according to your subscription plan. Paid Reels may also be submitted and can link either to an internal app page or an external URL.

- **Violation of Advertisement Policies:** Any Reel that violates the platform's advertising or content policies will be removed without prior notice. No refunds or compensation will be issued for removed content, even if it was paid. If a user commits three consecutive violations, their access to advertisement submission services may be restricted.
- **Third-Party Content Disclaimer:** You acknowledge and agree that we are not responsible for the content of advertisements, any external links contained therein, or any interactions you may have with advertisers. Access to third-party websites or content is at your own risk and is subject to the privacy policies and terms of use of those third parties.
- **Legal Responsibility for Advertisements:** You are solely responsible for ensuring that your advertisements comply with all applicable laws, regulations, and licensing requirements as set by relevant regulatory authorities. We bear no responsibility for any legal violations related to your advertisements. Furthermore, you shall be fully liable for any damages or consequences that may result to us due to such violations.
- **Compliance with Advertisement and Content Submission Terms:**
 - Must not, in any way, violate the laws, regulations, or legislative frameworks of the competent authorities.
 - Must not contradict local or international cultural values, societal norms, or religious teachings, nor include nudity, immoral, racist, or inciting content.
 - Must not involve deception, enticement, or cause harm to other users in any form, including fraud or the dissemination of false information.
- As a user of the application, you are required to report any advertising violations or malpractices, as well as any non-functional discount codes, so that we may take the necessary action accordingly.

7- Affiliate Marketing (My Points Program):

In line with our belief that collaboration and partnership are fundamental to success and progress, we at (be Tag) have developed a unique and innovative affiliate marketing program, unprecedented globally. This program is distinguished

by its lifetime sustainability and the opportunity to generate additional income at minimal cost and without any capital investment for users worldwide. Each user is provided with a personalized tracking link, through which they can earn multiple commissions from individuals who register via the link. Just as you collaborate with us in promoting the app, we share our profits with you under the following plans and terms:

- Each user is entitled to create their own personalized referral link free of charge.
- Upon the registration of a new user through your referral link, you will earn a commission of 20% of their subscription value to the paid plan, a commission of 1% from the value of their consultations, a commission of 4% from the value of any consultations provided by the user if they are classified as an expert or consultant, and an additional commission, to be determined in the future, based on the value of their purchases of products and other services.
- The top affiliate marketer will receive a commission of 5% of the total subscriptions for the same user category each month. For example, if you are the top affiliate marketer for stores in a given month through your referral link, you will earn 5% of the total store subscriptions for that month. Similarly, if you are the top affiliate marketer for clients, you will receive 5% of the total client subscriptions for that month, and so on.
- Commissions can be withdrawn to your bank account, subject to transfer fees. The applicable fees will vary depending on whether the account is local or international. These fees will be disclosed prior to the completion of the withdrawal process.
- Bank transfers may be unavailable for certain countries or users due to governmental policies or regulations. It is your responsibility to verify the availability of bank transfers in your region before registering on the application. The responsibility for receiving payments through legal channels lies solely with you, in coordination with us.

- Free membership users are entitled to withdraw their earnings once every thirty (30) days. Paid membership subscribers may withdraw their earnings at any time, provided there is no pending withdrawal in process. Please note that the withdrawal processing time may take up to five (5) business days.
- We reserve the right to modify commission rates and withdrawal terms at any time.
- The user's right to claim any earned commissions, both current and future, shall be forfeited under the following circumstances: violation of the terms and conditions or usage policy, account deletion, loss of login credentials, failure to request a withdrawal within one (1) year from the user's registration date, any damage caused to us by the user in any form or manner, or if our systems and servers become unavailable or uncontrollable under any circumstances, including unintentional technical errors.
- We are committed to disclosing commission results (where required) through the approved communication channels.
- Some commissions require legal contracts and accounting reports for the entitled recipients. We are committed, under these terms, to ensuring compliance in a manner that serves the best interests of all parties involved.

8- The Gold Wallet:

As excellence is our motto and in our commitment to having you as a partner in profits before success, the Gold Wallet has been designed for outstanding affiliates in marketing and promoting the application, rewarding them accordingly. The Gold Wallet includes 5% of the total subscriptions to the application across all user categories. This reward is granted to the top affiliate marketer whose referral link has led to the highest number of subscriptions, regardless of the type of user. The distribution of this reward will take place on a monthly basis.

- The commission terms outlined above apply to the Gold Wallet as mentioned in the previous clause.

- We reserve the right to modify the operation mechanism of the Gold Wallet or to discontinue it at any time.
- You do not have the right to contest the mechanism for selecting the winners or those eligible for commission entitlements.

9- Notifications and Promotional Messages:

- By using the application, you consent to receiving in-app notifications and promotional messages via email.
- We do not guarantee the achievement of desired results from the advertisements you receive through our channels or within the application. The responsibility for verifying and making decisions regarding such advertisements rests solely with you.

10- Consultations:

- The application enables experts, consultants, and skilled professionals to leverage their knowledge and expertise, turning it into value through offering consultations and specialized offers for such services.
- The application acts solely as an intermediary connecting clients with consultants.
- You acknowledge that the application does not guarantee the quality of consultations or the achievement of desired results. The responsibility for selecting the appropriate consultant and verifying their ratings and experience rests solely with you.
- **Consultation Cancellation by the Client:** The client has the right to cancel a consultation request and receive a refund to their wallet within the application if the cancellation occurs at least 24 hours prior to the scheduled session. Cancellations will not be accepted if the booking was made more than ten (10) days ago.
- **Consultant's Delay:** If the consultant is late for the session by five (5) minutes or more, or fails to attend, the session will be automatically canceled, and the client will receive a refund to their wallet within the application. The consultant will be notified of the delay, and in the event of three (3) repeated occurrences, their

account may be temporarily or permanently suspended. A fee, as determined at the sole discretion of the application, will be imposed due to the delay and deducted from the consultant's wallet.

- **Client's No-Show:** If the client fails to attend the session for five (5) minutes or more, the session will be canceled, and the amount will not be refunded to the client's account. The payment will be transferred to the consultant's wallet.
- **By becoming a consultant, you agree to the following:** Adhering to professional ethics and ensuring your qualifications are appropriate for providing consultations; complying with the specified area of expertise for consultations; meeting the client's needs and delivering high-quality consultations; presenting clear and accurate offers to the client; adhering to scheduled times and appointments; offering a discount for "Premium" clients upon registration; sharing client ratings and feedback on your profile; guaranteeing the accuracy of your experience and qualifications; and refraining from sharing your personal contact information through the application.
- **Consultation Prices and Application Fees:** Consultants set their own consultation fees. After the consultation is completed, a fee of 20% of the consultation value will be deducted for the application, in addition to any applicable payment gateway fees used by the client to complete the payment transaction.

11. Content and Contributions:

- The application may allow users to create and publish content (such as comments and reviews).
- You are solely responsible for any content that you post or share on the application.
- Your content must not be illegal, offensive, defamatory, infringe upon the intellectual property rights of others, contain viruses or malicious software, or violate any local or international laws and regulations.
- We reserve the right to remove any content that we deem inappropriate or in violation of these terms without prior notice.
- By granting you permission to publish content on the application, you grant us a non-exclusive, transferable, perpetual, irrevocable worldwide license to use, distribute, modify, display, copy, produce, adapt, publish, translate, and create derivative works from such content.

12. Intellectual Property:

- All intellectual property rights related to the application, its associated accounts, websites, and content (excluding user-generated content), including but not limited to trademarks, logos, designs, software, texts, and graphics, are owned by us or our licensors and are protected under copyright, trademark, and other intellectual property laws.
- You do not have the right to copy, modify, distribute, display, sell, rent, or otherwise exploit any part of the application or its content without obtaining our prior written consent.

13. Disclaimer of Liability:

- The application is provided "as is" and "as available," without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- While we strive to provide the highest quality standards for the application, we do not guarantee that the application will be continuously available, error-free, or secure.
- We shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of the application or your inability to use it, including but not limited to damages resulting from errors, omissions, interruptions, deletions, defects, delays in operation or transmission, computer viruses, line failures, or any force majeure event that may harm the users.
- You acknowledge that your use of the application is at your own risk.
- In the event of death, we will not restore unverified accounts to heirs or disclose any confidential information related to such accounts. It is the responsibility of the heirs to recover the password, access the account, and update its information. However, accounts that are verified by their owners before death will be handled and transferred to the heirs according to lawful and regulatory procedures.

14. Limitation of Liability:

To the fullest extent permitted by applicable law, we shall not be liable under any circumstances for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the application or your inability to use it, even if we have been advised of the possibility of such damages. In any

event, our total liability to you for all damages shall not exceed the amount you paid to us (if any) for the use of the application.

15. Indemnification:

You agree to indemnify, defend, and hold us harmless from any claims, demands, actions, losses, damages, liabilities, or costs (including attorney's fees) arising out of or related to your use of the application, your violation of these terms, or your infringement of the rights of any third party.

16. Governing Law and Jurisdiction:

These terms shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. The courts of the Kingdom of Saudi Arabia, specifically in Medina, shall have exclusive jurisdiction to hear and resolve any disputes arising out of or in connection with these terms.

17. General Provisions:

- **Waiver:** No waiver by us of any right or provision of these terms shall be deemed a waiver of that right or provision in any other instance or a continuing waiver of that right or provision.
- **Severability:** If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Entire Agreement:** These terms, along with the Privacy Policy, constitute the entire agreement between you and us regarding the use of the application and supersede all prior and contemporaneous agreements and understandings, whether oral or written.
- **Amendments:** We reserve the right to amend these terms at any time by posting the modified terms on the application. Your continued use of the application after such amendments will constitute your acceptance of the modified terms. We encourage you to review these terms periodically to stay updated, as it is your responsibility to stay informed about any changes.
- **Governing Language:** These terms and conditions are written in both Arabic and English. In case of any discrepancy between the two versions, the Arabic version shall prevail.
- **Termination:** We reserve the right to terminate your account at our sole discretion and for any reason, without any liability to you or any third party.

Such reasons may include, but are not limited to: your violation of any part of these terms, infringement of third-party rights, or prolonged inactivity of your account. You also have the right to delete your account at any time.

- Restrictions: You or your service providers are not permitted to explore, test, or circumvent any system or network vulnerabilities, or to damage, spy on, or interfere with the application's systems, networks, or other users in any manner.
- Contact: If you have any questions or inquiries regarding these terms, please contact us using the contact details provided in the Privacy Policy.