

Terms & Conditions

Latest version (March 10, 2021)

Introduction

We are proud of your visit to Hala Cashier application.

Through Hala Cashier application we offer a variety of systems and services and allow to order our services online through the website (Hala Cash) while providing electronic payment methods and complete policies to regulate the sale process. We provide these terms and conditions to govern and regulate the legal relationships between The Hala Cashier application and its users, so please read these terms in an appropriate attention before using the application.

(1) Definitions

In applying the provisions of this agreement, wherever contained in it, the following words and phrases have the meaning outlined associated to each of them:

“Agreement” refers to the contract that connects the platform to its users, which includes the Terms and Conditions Document and the Privacy Policy Document.

“Hala Cashier”, “application”, “Systems”, “Institution”, “we” or “our” refers to Hala Cashier application and Al-Netaq Al- Tazeeg Trading Est. in the Kingdom of Saudi Arabia. Also, refers to the applications and systems that the institution displays for sale and which is provided in accordance with the specifications and requirements specified by the institution.

“User”, “you” or “your” refers to the person who uses Hala Cashier application and/or systems, visits it, or visits the content available through the application.

“Client” or “Store” refers to individuals, institutions and companies that submit purchase requests for application and systems provided by the application in accordance with the terms and conditions of this agreement.

“Contract” refers to the contract that is signed in writing or through the website of the application on one hand and the client on the other, or which is implicitly concluded in accordance with the terms and conditions by requesting the service by the client and the application implemented it, and in all cases the explicit or implicit contract is binding on the client.

“Third parties” refers to all persons and bodies that we do not have control over and are not under our supervision.

“Laws” refer to the laws applicable in the Kingdom of Saudi Arabia.

(2) Payment & Cancellation Policy

- The official currency approved by the application is adopted in determining the prices of the packages and purchase processes through the application.
- The client must check the prices of the packages before submitting the purchase order through the application.
- The client bears the responsibility for the whole payment process, and therefore we do not bear any errors in the payment process.
- The client must maintain the confidentiality of his payment data , and he must be careful to avoid using any suspicious methods or unlicensed application.
- The application allows the client to request the cancellation of the contract within 7 days from the date of payment, in this case the application will refund the money paid by the client within 14 days with the same payment method, while the client bearing all bank fees in addition to any administrative fees applied by Hala Cashier application and deducting the value of the subscription period even if it is in the free offer period.

(3) Conditions of Membership

- It shall be stipulated that the store registers in its trade name in the application not unknown, untrue or misleading names and once you register as a store, you acknowledge that you are the legal representative of this store. Whoever registers the store on the application is obligated to be authorized by law to do so, and we will make sure of the correctness of the data.
- The store shall provide us with the data of registering the membership that might include among other things (Name, Commercial register, National identity card, Address, E-mail, Mobile Phone No.).
- The client must register for membership on Hala Cashier application with his mobile number and email, so that he can receive any notifications sent to him from Hala Cashier application.
- Any client is forbidden to register on our application with more than one account and we will delete all accounts if we found that out.
- The client must maintain his username and password, and not disclose them to others, and in all cases the client is committed to all the transactions made through his account on the application.
- The membership on the application is provided with a licensing system for using the membership, so we have the right to revoke this License and terminate the membership at any time without providing any reasons.

(4) Electronic Contract

This document is an electronic contract between the application, the client and any other user, and this contract is an alternative to any written, printed or electronic contracts required to be signed between the parties, and this document is legally approved before all courts and government bodies in case of a dispute over any service related to Hala Cashier application.

(5) Legal age

The use of Hala Cashier application and/or purchase the products through the application requires the user to be 18 years of age or older, if the user is less than that, so his use must be under the supervision of his or parents or legal guardian. Hala Cashier application will not be legally obliged to verify the user's legal age, and the application is used and any data is provided through it on the user's responsibility alone .

(6) Official documents

- The store shall be bound to provide all official documents required by the application's administration, which include (license, commercial register, and store data) and other documents and data.
- The application's administration reviews all the official documents and data provided by the store, and we have the right to accept or reject registration on the application.
- The store is legally responsible before all governmental and non-governmental entities and individuals for any data or documents it provides through the application.
- In order to update official data such as the commercial register, tax certificate, banks, bank accounts, the name of the official ... etc, the store must send a letter certified by the Chamber of Commerce and sealed on it to complete the update and change, via the e-mail approved for the application.

(7) Legal notices

The user agrees to receive all notifications and notices from the application's administration electronically, and under this agreement he waives the receipt of any written or official notifications required under applicable laws, and acknowledges that notices sent electronically by the application via the application, email or mobile number are taken into the legal consideration in the relationship between the parties.

(8) Conditions of Use

- These conditions were formulated in accordance with Saudi laws. Products are provided through the application in accordance with the laws applicable in the Kingdom of Saudi Arabia, therefore you comply with these laws regardless of the country to which you belong.
- The user must be legally qualified to enter into this Agreement with us and he must be 18 years and older at the time of using our application.

- Any information required must be entered on the application correctly and you must be responsible for it, its recency, quality, and legality, and you are obligated to update it whenever any change occurs.
- The application must be used within the purposes declared through these terms or those declared through the pages of the application, and that our services should be used in good faith and not to manipulate the application or its clients in any way.
- The application must be used legally and that this use should be serious and the users shouldn't use the application for the purposes of fraud, scam, illegal communication, fake communication or harming to any party and that exercising any actions that expose the application to the legal accountability must be forbidden.
- The user must notify us in case of finding out any illegal practices or activities through the application.
- The user must maintain the reputation of the application, not to offend the application directly or indirectly, does not cause us direct or indirect damages, and does not cause us any legal claims.
- It is forbidden to resell or commercially exploit any part of the application, or profiteering from this , except for activities permitted by us.
- The reviews and comments provided by the client through the application must be honest and legal and do not include any amendment to the application, companies or other entities.
- Hala Cashier application reserves the right to make any modifications or changes to its electronic services and to policies and agreements associated with Hala Cashier including terms and conditions.
- The application reserves all its legal rights in the case that any user of the application violates our legal, legitimate rights or our rights enshrined in this agreement.

(9) Content Policy

- The content is provided through Hala Cashier application for information purposes only, and for the purposes of providing our services exclusively, and it should not be dedicated for any content, websites or bodies that are not ours.
- The application provides the content through it for the purposes of providing and displaying our services to the users and marketing our services through the application.
- Texts, drawings, photographs, logos, illustrations, explanations, data and other materials provided by us on or through the services of Hala Cashier application in addition to its selection, compilation and arrangement that may contain errors, omissions, typographical errors or to be outdated, and the application may change, delete or update any content at any time without prior notice.
- The data available through the application may include some unintentional errors, 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.
- The user must check any content available through the application, check its authenticity and accuracy and to conduct due diligence like the person who is keen to handle the content.
- Hala Cashier application doesn't bear any legal liability arising from the content available through the application, and you explicitly exempt us from doing so.
- All the data available to other people through the application is provided at their own responsibility without any guarantees from the application.
- The content provided by the user through the application must be legal and does not include any assault on the rights of others.
- The user is legally responsible for any content, data, information, files, documents, papers or messages that he provides, sends or exchanges through the application.
- The user is responsible before all bodies, authorities, courts and investigative bodies for any sanctions or compensations related to any illegal content he provide through the application.

(10) Client's Conditions

- The client must be legally qualified to submit the purchase order of the packages through the application. The client acknowledges that it operates officially in accordance with the applicable laws, and that it has extracted all licenses from the municipality, ministries and the competent authorities, and also acknowledges that the license and the commercial register are valid for the duration of the use of the application.
- The execution, delivery and performance of this agreement by the person has been duly authorized in accordance with the corporate procedures of the store, no further corporate action on the part of the store is necessary to authorize such execution, delivery and performance and the person signing this Agreement on behalf of the store.

- The expiration of your licenses, commercial register or your suspension from work temporarily or permanently by the competent authorities or under a seizure action or investigation , you must immediately stop using the application until the ban imposed on you is lifted and you return to work legally.
- The client must access on the specifications of the packages advertised through the application before submitting the purchase order.
- The client must follow all the provisions that are stipulated in this agreement and he must comply with the applicable laws.
- The client submits the purchase order of the packages at his own responsibility without the application provide any additional guarantees or pledges except these stipulated in this document.
- The application has the right to block the membership of our client if we found out at any time that the client has violated any of the terms and conditions stipulated in this document or that the client has made fake purchase orders or abused us in any way.
- The client is obliged to order and use the system for legal purposes, and he is responsible in case that he makes any illegal use of the services which he orders to purchase through the website.
- The store shall be bound to publish all its data via the application and which include the contact data, store address in detail, its location on maps, images of the store frontage and internal images of the store.
- The store acknowledges that we don't interfere anyway in the provision of services and products to the client inside the store and it relieves us of liability to the client for any damages caused to the latter as a consequence of the lack of food or products quality provided to the client inside the store. The store bears full legal responsibility in accordance with the obligations and responsibilities assigned to it by the competent authorities.
- The store warrants that it owns all the legal rights and authorities for selling the products and also it warrants that it has got all the permits necessary for selling the product.
- The store warrants that all the information, images and the files of the products provided by the store are true, precise and legal and are the products of the store. The store warrants not to publish any false or misleading information about its products and that the display of products has a commercial legality.
- The store acknowledges the correctness and accuracy of all prices it provided through the application, and orders are executed at the prices specified at the time of payment, and any change in the prices is not taken into consideration on paid orders.
- The store acknowledges that all prices it provided through the application are inclusive of VAT and any other taxes or government fees.
- In the case that the store does not comply with the delivery of orders on the specified date, does not activate any discounts or offers announced by it via the application, or breaches the rights of the client, then it is responsible before all entities without any responsibility on the application.
- The store warrants to keep the contact information of the client and that it isn't exploited in a way contrary to the privacy policy of the application

(11) Installation

You shall be entitled to use the application and to install it on your computer after having contracted with us and having paid the license fee. Installation is done either by Institution or through following the instructions submitted by the Institution to you and you must use an anti-virus to keep safe the application and your device must be free from any harmful components or application.

(12) License

- License Regime: You know and agree that your use of the application is with the license regime and not with the sale regime. Thus, the application shall remain to be owned by Institution that is solely entitled to sell or license it to be used by third parties.
- Purposes of Use: They shall include the license to use the application for the purposes for which it was designed only.
- Number of Licenses: License to use shall be limited to licensed devices belonging to the client unless there is a written agreement between the two parties that determines the number of devices licensed to use the application.
- License Term: You shall be entitled to use the application for a specified term (Package term "Subscription").
- Spare Copy:

– You shall be entitled to make one spare copy of the application on a storage medium to be used in case of the damage of the installed copy and the spare copy must be possessed by the client only.

– If the application is damaged due to indirect or unintentional errors, the Institution installs the application again for the client free of charge.

– If the application is damaged due to direct or intentional errors by the client or his users, the Institution will reinstall the application for a fee that we specify.

- Termination of License: Licenses shall be terminated after the lapse of their specified terms or after the user being bound by this agreement without breaching our rights or compensations arising from this breach.
- Transfer of Licenses: In case the user wishes to transfer the licenses granted to him to someone else, this shall be done through the company with its written consent to the transfer of the licenses. In this case, the user shall be prohibited from using the application from the time of transferring the license.
- Non-exclusive license: The user knows and agrees that the license provided to him by the company is non-exclusive. As a result, Hala Cashier Company shall be entitled to relicense the use of the application to third parties in accordance with the conditions it determines.

(13) Updates

The client shall not be entitled to make updates of the application, its modification or development by any means and Hala Cashier Company only shall be entitled to make updates and the developments of the application and the current price of the application doesn't include updates. In the case that updates are requested by the client, he shall pay a new fee for providing him with the required updates.

(14) Technical Support

- In case of asking for technical support by the user, he shall contact Institution to fix and appointment of providing the technical support and its cost.
- The application provides the technical support for free during the subscription term.
- In case the user does the technical support by himself or gets assisted by others to provide this technical support, this mustn't affect the provisions of this agreement and manipulation of this application or the code of its source shall be prohibited. The Institution not bear any results arising from technical support from those who are not authorized by the Institution.

(15) Third Parties

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

(16) Privacy and Confidentiality

- Data collection and processing are subject to the privacy policy approved by the application, which is an integral part of the terms and conditions.
- The user is obligated to maintain the confidentiality of all internal transactions of the application, all financial reports, fees, employees data, and any data or documents that specific persons are authorized to access to or not prepared for access by others.
- The user is obligated not to collect or exploit any data of any other parties who use the application, such as clients, stores and service providers, and the use of data is limited to the purposes of providing services or benefiting from them only.

- The application maintains the confidentiality of all data that you provided us with or that related to your activities through the application and is accessed to by our employees and service providers and the third parties relevant to this data or who explicitly authorized by the user or the application to use the data or by virtue of the nature of the transaction itself that allows it.

(17) Intellectual Property Rights

- The application and all its material and moral elements are privately owned by us, and it should not be imitated, copied or re-used in any way. All the contents of the application (content, lists, texts, images, video, symbols, numbers, letters, icons, buttons, music, data, information) is subject to legal protection under the laws of the Kingdom of Saudi Arabia and international conventions, and we have the right to take the legal actions in case of attacks on it.
- "Hala Cashier" is a trademark used by us and it should not be infringed, imitated, copied, traded illegally or used on marks or services that are not ours, and in case of an attack on that trademark, we have the right to take all the legal procedures that preserves all our commercial rights.

(18) Legal Liability

- Each user is personally responsible for all the actions and activities which he carries out through the application, and the application will not be subsidiary or solidarity responsible of any users.
- Each user is personally responsible in case he does not comply with the commitments imposed on him under these applicable terms or policies.
- Each user is personally responsible in case he violates the laws applicable in the Kingdom of Saudi Arabia or the country to which he belongs, and the application will not be subsidiary or solidarity responsible of any users.
- The user shall bear the legal responsibility in case that he violates any of our rights under these terms and conditions, attacks on any of our rights , our ownership of the application or any of its elements.
- The client shall bear all the legal responsibilities and compensations in case of providing fake purchase orders or misusing the services of the application in any way.
- The client shall bear the legal responsibility in case of misusing the systems which he obtains through the application.
- The user shall bear the legal responsibility in case of offending the application in any website, application, social media, email or through any other means.
- The user shall bear the legal responsibility in case of offending of any other person through the application, without original, subsidiary or joint responsibility on the application.
- The user is obliged to compensate us for all the damages to the application as a result of any illegitimate or unauthorized use by the user or any of his followers.
- The user is obliged to compensate us in case of offending us , the administration of the application, employees, partners, distributors, agents, our affiliates or any other person who belongs to Hala Cashier application.
- We reserve all our legal rights arising from this Agreement at any time, and that not using the right at a specific time does not mean to waive it at all other times.

(19) Discharge of Liability

- The application shall be made available as it is without any warranty whatsoever and the Institution shall not warrant or be liable for the precision or completion of the information, texts, drawings or elements included in the application.
- You agree upon discharging the liability of Institution, its employees and the persons belonging to it for the use of the application or the inability of the user to use it in the best way, for any interruption, break downs or viruses caused to the application as a result of the weak protection or for any loss of profits, returns, sales, data, costs, the suspension of a business activity or the loss of any information related to the business activity, for any direct or indirect harms whatsoever their reasons are.
- The user release us from the responsibility for all the illegitimate activities which are not our and may occur through the application, the application cannot control all the actions carried through it, and the affected must inform us to take the necessary actions towards stopping the source of the damage.

- The application may discontinues from time to time and it may permanently discontinues, whether for voluntary or involuntary reasons, and therefore you exempt us from any legal responsibility in case of a permanent or temporary discontinuing of the application or any of its services.
- The application does not provide any type of insurance or compensations to any of its users or clients , and anyone who uses the application and its services at its own responsibility , and the application will not be responsible to face any of the users for any reason resulting from the use of the application or its services or apply our terms and policies.
- The application is not responsible for any comments or content posted through it, or for any communications within or outside the application .
- In case the application is hacked or hacking, the user will exempt us from any legal liability arising from the loss of data, accounts or other damages to the user as a result of these illegitimate acts.
- All data available through the application by stores including (product type, description, characteristics, features, prices, discounts ..etc.) are provided by stores, the application doesn't bear any responsibility arising from any intentional or unintentional errors in this data.
- The client must check all the data available via the application by himself, and the client can communicate directly with the store to inquire about the available data.
- Products are provided by the stores, the application does not interfere in the provision of products, whether directly or indirectly, and the application doesn't bear any legal responsibility in case that the products are damaged, corrupt, illegal or not conforming to the declared description.
- The application doesn't bear any legal responsibility for any damages caused by the products to the client or any other persons, and the client doesn't have the right to recourse against the application with any claims or compensations.
- The store releases the application's responsibility for all errors it makes, whether intentional or unintentional. Also it releases the application's responsibility for all payments, delivery and receipt.
- The store bears all responsibilities, compensations and fines for products it provides to the client whether because of the illegality, invalidity of the products, their defects, shortage, non-conformity or the store's non-compliance to implement any conditions or laws applicable.
- Clause of discharge of liability shall apply to the maximum extent permitted by law.

(20) Communications and Notifications

- The application communicates with you from time to time through the contact details you have provided to us, and under this agreement you authorize us to communicate with you online or by telephone.
- Any notifications the application wants to notify the users with are made through their own contact details, and the user is supposed to know about with the notification once the application sends it to him. In case that the user wants to send us notifications, this must be done through our means of communication available through the application's pages.

(21) Amendments and Additions

You know and agree that our services may be continuously amended or updated, and our terms, conditions and privacy policy may be amended, updated or added from time to time, and the application will not be obliged to notify any of its users, so you must review this agreement before any process you make through the application, and accordingly you acknowledge the right of Hala Cashier application at any time and without prior notice and at its sole discretion to review these terms and conditions or impose new terms and conditions related to Hala Cashier application You bear the responsibility for periodically reviewing these terms and conditions to review any amendment on these terms and conditions, and any use or obtain of the products or services of Hala Cashier application constitutes your consent to these reviews or additions.

(22) Cancellation

The application has the right to cancel any of the services available through it, adjust the application completely, change it or change its activity. We also have the right to cancel the terms, conditions and privacy policy or replace them at any time without requiring your consent.

(23) Law

The interpretation and implementation of the items of this document is subject to the regulations applicable in the Kingdom of Saudi Arabia, and these terms are not limited to the items contained in it , but extend to include all the legal provisions regulating civil and commercial relations applicable in the Kingdom of Saudi Arabia so far as they were a complementary rules and do not directly or indirectly conflict with the items of this document.

(24) Jurisdiction

The Saudi judiciary shall adjudicate disputes arising about the interpretation or implementation of any item of this document, and in case that any item is excluded by a judicial decision, this is without prejudice to the competence of other items and that the items remain valid and productive for its legal effects unless the application cancels the agreement.

(25) Arabic Language

The language of the document is Arabic, and if it is translated into any other language, the Arabic text is applicable before all the official and unofficial bodies if the foreign translation conflicts with it.

(26) Contact Us

You can contact us through:

- Email: sales@halacashier.com
- Call us on the number +966541661044

Registration

Upon registering to our platform, and as per SAMA guidelines, Halalah will ask you to provide us with accurate information pertaining to your identity including but not limited to your Unique Identifier (example Saudi National ID or Resident Iqama), ID Expiry Date, Date of Birth, Gender, Occupation, Mobile Number and Address. Halalah will verify your Identity and the submitted information electronically by Third party verification vendors like ELM. Halalah also reserves the right to ask you for additional documents and/or information to help us in verifying and authenticating your Identity – KYC. Once successfully registered to the Platform, Halalah will open a virtual account “Halalah Wallet Account” and assign it to your newly created User. Halalah, at any point of time, reserves the right to accept or reject a new User to the platform according to the security and risk guidelines and profiles. Moreover, and to help the Saudi government in combating the funding of terrorism and money laundering activities, Halalah will obtain, verify and record the information of each User to the Halalah Platform. It will be your responsibility to provide us with accurate registration information and maintain your up-to-date status by notifying us in the event of any change incurred. For instance, you will be no longer able to use the Platform in case your ID is expired, your account will be frozen until you update us with a copy of your renewed ID or a copy of the Final Exit Visa (in cases of Residents). Similar unreported changes that are not being reflected in our platform can also lead us to freeze your Halalah Wallet Account.

Top Up

You will be able to load your Wallet Account with funds using various Top Up methods including by not limited to Credit Cards, Debit Cards, and current accounts at a local KSA bank(s).The loaded funds will be reflected in your Halalah Wallet Account and will show in your Wallet Balance. Other forms of Credit Facilities can be also considered as a channel to Top Up your Wallet. Also, you can add funds to your Wallet by receiving amounts transferred by another Individual (Sender), in this transaction you will be the (Receiver).