



## Website sa.my-crane.com User Agreement

### 1. General provisions

- a. MYCRANE (hereinafter referred to as the "Organization") offers the Internet user (hereinafter referred to as the User), who is either an individual personally, or an individual authorized by one or another legal entity, to use the services of the Site sa.my-crane.com (hereinafter referred to as the "Website" or the "Site") on the terms set forth in this User Agreement (hereinafter referred to as the "Agreement"). The Agreement comes into force from the moment the User expresses consent to its terms in the manner provided for in clause 1(d) of the Agreement.
- b. The Organization offers Users access to a wide range of Website services, including means of navigation, communication, search, placement and storage of various kinds of information and materials (content), personalization of content, transactions, etc. All currently existing services of the Organization's Website, the terms of use of which refer to this Agreement, as well as any development of them and/or the addition of new ones is the subject of this Agreement.
- c. The use of the Website services is governed by this Agreement, as well as the following documents, which are an integral part of this agreement: the Privacy Policy, as well as the terms of use of individual Website services. The Agreement may be amended by the Organization without any special notice, the new version of the Agreement comes into force from the moment it is posted on the Internet at the address specified in this paragraph, unless otherwise provided by the new version of the Agreement. The current version of the Privacy Policy is always on the page at.
- d. Starting to use the Site, any service of the Website / its individual functions, or going through the registration procedure on the Site, the User is considered to have accepted the terms of the Agreement in full, without any reservations and exceptions. If the User does not agree with any of the provisions of the Agreement, the User does not have the right to use the services of the Website. If the Organization has made any changes to the Agreement in accordance with clause 1(c) of the Agreement, with which the User does not agree, he is obliged to stop using the services of the Organization's Website.



## 2. User Registration. User Account

- a. In order to use some of the services of the Organization's Website or some of the individual functions of the services of the Website, the User must complete the registration procedure, as a result of which a unique account will be created for the User.
- b. In order to register, the User undertakes to provide reliable and complete information about himself and/or the legal entity he represents on the issues proposed in the registration form, and to keep this information up to date. If the User provides incorrect information or the Organization has reason to believe that the information provided by the User is incomplete or unreliable, the Organization has the right, at its discretion, to block or delete the User's account and refuse the User to use the services of the Organization's Website (or their individual functions).
- c. When registering, the User can upload an image for the account (avatar). The account image may accompany the materials published by the User as part of the use of the services of the Organization's Website. If the User's image is used as an account image, the User understands and agrees that the Organization has the right to publish and further use the User's image for use in the Organization's services, advertising products, corporate blogs and accounts of the Organization on third-party resources.
- d. Account Confirmation
  - i. The Organization reserves the right at any time to require the User to confirm the data specified during registration in the User account on the services of the Organization's Website and containing information about the User, as well as other information related to the use of the Organization's services available to the User after authorization using the User's login and password on the services of the Organization's Website.
  - ii. For the purposes of verifying the data declared by the User, the Organization has the right to request supporting documents (in particular, documents certifying legal capacity / identity), including those provided for by the registration form, the failure of which, at the discretion of the Organization, may be equated to providing false information and entail the consequences provided for in clause 2(b) of the Agreement. If the User's data specified in the documents provided by him does not correspond to the data specified during registration, as well as in the case when the data specified during registration does not



- allow identifying the User, the Organization has the right to deny the User access to the account and use of the Organization's services.
- e. The User's personal information defined by the Privacy Policy and contained in the User's account is stored and processed by the Organization in accordance with the terms of the Privacy Policy (sa.my-crane.com).
  - f. Means to access the User account.
    - i. When registering, the User independently chooses a login (a unique symbolic name of the User account) and a password to access the account. The organization has the right to prohibit the use of certain usernames, as well as to set requirements for login and password (length, allowed characters, etc.).
    - ii. After the User logs in to the account, the account data can be automatically saved in the device browser until the User completes work under his account and does not require additional input of access means to the account each time the Organization's services are used. The User account data automatically saved in the device browser can be used to access the services of the Organization's Website, including services, websites, applications and other software products of the Organization and other persons, except as specified in clause 2(g) of this Agreement.
  - g. The User is solely responsible for the security (including resistance to guessing) of the means chosen by him to access the account, and also independently ensures their confidentiality. The User is solely responsible for all actions (as well as their consequences) within or using the services of the Organization's Website under the User's account, including cases of voluntary transfer by the User of data for access to the User's account to third parties on any terms (including contracts or agreements). At the same time, all actions within or using the services of the Organization under the User account are considered to be performed by the User himself, except in cases when the User, in accordance with the procedure provided for in this clause, notified the Organization of unauthorized access to the services of the Organization using the User account and /or of any violation (suspicion of violation) of the confidentiality of their means of access to the account (mobile phone number, password or two-factor authentication means).
  - h. The User is obliged to immediately notify the Organization of any case of unauthorized (not authorized by the User) access to the



Organization's services using the User account and / or of any violation (suspicion of violation) of the confidentiality of their means of access to the account. For security purposes, the User is obliged to independently perform a safe shutdown under his account (the "Exit" button) at the end of each session of work with the Organization's services. The Organization is not responsible for the possible loss or damage of data, as well as other consequences of any nature that may occur due to the User's violation of the provisions of this part of the Agreement.

- i. The User's use of his account.
  - i. The User does not have the right to reproduce, repeat and copy, sell and resell, as well as use for any commercial purposes any parts of the Organization's services (including content available to the User through the services), or access to them, except when the User has received such permission from the Organization, or when it is expressly provided by any service of the Site.
  - ii. Certain categories of User accounts may restrict or prohibit the use of certain services of the Organization's Website or their individual functions if this is provided for during registration or in the terms of use of a particular service.
- j. Termination of registration. The organization has the right to block or delete the User account and deny access using any account to certain services of the Organization, and to delete any content without giving reasons including in case the User violates the terms and conditions of this Agreement or the terms of other documents specified in clause 1(c) Agreement, and the failure of the service, in particular:
  - i. if the User does not use their account in over 6 months.
- k. Deleting the User account.
  - i. The User has the right at any time to delete his account on all the services of the Organization or, if there is a corresponding function, to terminate it in relation to some of them.
  - ii. The account is deleted by the Organization in the following order:
    - the account is automatically blocked for a period of one month, during which the User's access to his account becomes impossible, while the content posted using such an account can be deleted;
    - if the User's account is restored by the User within the above period, access to the User's account will be restored, however,



the content (applications, documents, records, comments, etc.) posted with its help may not be subject to restoration;

- if the User's account is not restored within the above period, all content posted using it will be automatically deleted, and the login will be available for use by other users. From this moment on, it is impossible to restore the account, any information related to it, as well as access to the Organization's services using this account.
- The procedures given above (except for the availability of the login for use by other users) is also applicable to the prohibition of access using any account to certain services of the Site.

### **3. General provisions on use and storage**

- a. The Organization has the right to set restrictions on the use of the services for all Users, or for certain categories of Users (depending on the User's place of residence, the language in which the service is provided, etc.), including: the presence/absence of certain functions of the Site service, the shelf life of documents and messages in the Site service, any other content, the maximum number of documents and messages that can be sent or received by one registered user, the maximum size of a message, document or disk space, the maximum number of requests to the Site service for a specified period of time, the maximum storage period of content, special parameters of downloadable content, etc. The Organization can prohibit automatic access to the Site's services, as well as stop accepting any information generated automatically (for example, spam).
- b. The Organization has the right to send informational messages to its users. Using the Organization's services, the User also agrees to receive advertising messages. The User has the right to refuse to receive advertising messages by using the appropriate functionality of the service within which or in connection with which the user received advertising messages.
- c. The User agrees with the Organization to notify other Users of the Service about the User's public actions, including the posting of new publications, actions performed by him in relation to the Content of other Users, as well as other activities performed by him within the Service.

In order to improve the quality of the Site's services, the Organization and /or the persons involved in conducting the survey have the right to



collect opinions and feedback from Users on various issues by sending an information message when the User next visits the service or by contacting the contact details specified by the User in the account (via phone calls or emails). The collected opinions and reviews can be used to generate statistical data that can be used in the services of the Organization's Website. The reviews provided by the User during the survey can also be published by the Organization in the services of the Organization's Website, both with the User's name (login) and without it. When leaving feedback, the User undertakes to be guided by the requirements of this Agreement, including the requirements set forth in clause 5 of this Agreement.

#### **4. User Content**

- a. The User is solely responsible for the compliance of the content posted by the User (including documents, information, data, images, etc.) with the requirements of the current legislation, including liability to third parties in cases when the User posts this or that content (including documents, information, data, images, etc.) or the content of the content violates the rights and legitimate interests of third parties, including the personal non-property rights of the authors, other intellectual rights of third parties, and/or encroaches on the intangible benefits belonging to them.
- b. The User acknowledges and agrees that the Organization is not obliged to view any kind of content posted and /or distributed by the User through the services of the Organization's Website, as well as that the Organization has the right (but not the obligation) at its sole discretion, refuse to post and/or distribute content to the User or remove any content that is available through the services of the Organization's Website. The User understands and agrees that he must independently assess all risks associated with the use of the content, including assessing the reliability, completeness or usefulness of this content.
- c. The User understands and agrees that the technology of the Site services may require copying (reproduction) of the User's content by the Organization, as well as processing it by the Organization to meet the technical requirements of a particular service.

#### **5. Terms of use of the Organization's Website services**

- a. The User is solely responsible to third parties for his actions related to the use of the Website Service, including if such actions lead to



violation of the rights and legitimate interests of third parties, as well as for compliance with the law when using the Website Service.

- b. When using the Organization's services, the User does not have the right:
  - i. upload, send, transmit or in any other way post and/or distribute content that is illegal, malicious, defamatory, offends morality, demonstrates (or is propaganda) of violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination of people on racial, ethnic, sexual, religious, social grounds, contains insults against any persons or organizations, contains elements (or is propaganda) of pornography, eroticism, it is an advertisement (or is propaganda) of sexual services (including under the guise of other services), explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, explosives or other weapons;
  - ii. violate the rights of third parties, including minors, and/or harm them in any form;
  - iii. impersonate another person or a representative of the organization and/or community without sufficient rights, including employees of the Organization, moderators of forums, the owner of the Site, as well as use any other forms and methods of illegal representation of other persons on the network, as well as mislead users or the Organization about the properties and characteristics of any subjects or objects;
  - iv. upload, send, transmit or in any other way post and/or distribute content, in the absence of rights to such actions under the law or any contractual relationship;
  - v. upload, send, transmit or in any other way post and/or distribute advertising information, spam, lists of other people's email addresses, pyramid schemes, multilevel (network) marketing (MLM), Internet earnings and e-mail business systems, "letters of happiness", as well as use the services of the Organization's Website to participate in these events, or use the services of the Organization's Website solely to redirect users to pages of other domains;
  - i. upload, send, transmit or in any other way post and/or distribute any materials containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers to commercial



- software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information;
- ii. unauthorized collection and storage of personal data of other persons;
  - iii. disrupt the normal operation of the websites and services of the Organization's Website;
  - iv. to facilitate actions aimed at violating the restrictions and prohibitions imposed by the Agreement;
  - v. otherwise violate the norms of legislation, including the norms of international law.

#### **6. Exclusive rights to the content of the Organization's Website services and content**

- a. All objects accessible through the services of the Organization's Website, including design elements, text, graphics, illustrations, videos, computer programs, databases, music, sounds and other objects (hereinafter referred to as the content of the services), as well as any content posted on the services of the Organization, are objects of the exclusive rights of the Organization, Users and other copyright holders.
- b. The use of the content, as well as any other elements of the Site services, is possible only within the framework of the functionality offered by this or that Site service. No elements of the content of the services of the Organization's Website, as well as any content posted on the services of the Organization's Website, may be used in any other way without the prior permission of the copyright holder. Usage means, among other things: reproduction, copying, processing, distribution on any basis, display in a frame, etc. Exceptions are cases directly provided for by the legislation of the Kingdom of Saudi Arabia or the terms of use of a particular service of the Organization's Website.
- c. The User's use of elements of the content of the services, as well as any content for personal non-commercial use, is allowed provided that all copyright, related rights, trademarks, other notices of authorship are preserved, the name (or pseudonym) of the author/ name of the copyright holder is preserved unchanged, and the corresponding object is preserved unchanged. Exceptions are cases directly provided





for by the legislation of the Kingdom of Saudi Arabia or user agreements of a particular service of the Organization's Website.

### **7. Third-party websites and content**

- a. The services of the Organization's Website may contain links to other sites on the Internet (third-party sites). These third parties and their content are not checked by the Organization for compliance with certain requirements (reliability, completeness, legality, etc.). The Organization is not responsible for any information, materials posted on third-party sites that the User accesses using the Site's services, including for any opinions or statements expressed on third-party sites, advertising, etc., as well as for the availability of such sites or content and the consequences of their use by the User.
- b. A link (in any form) to any website, product, service, any commercial or non-commercial information posted on the Website does not constitute an endorsement or recommendation of these products (services, activities) on the part of the Organization, except in cases where this is explicitly indicated on the resources of the Organization.

### **8. Advertising on the services of the Organization's Website**

- a. The Organization is responsible for advertising placed by it on the services of the Organization's Website, within the limits established by the legislation of the Kingdom of Saudi Arabia.
- b. The User agrees to receive information about events, conferences, trainings and other information from the Organization to the email address specified during registration.

### **9. No warranty, limitation of liability**

- a. The User uses the services of the Organization's Website at his own risk. The services are provided "as is". The Organization does not assume any responsibility, including for the compliance of the Site's Services with the User's goals;
- b. The Organization does not guarantee that: the Site services meet /will meet the User's requirements; the services will be provided continuously, quickly, reliably and without errors; the results that can be obtained using the services will be accurate and reliable and can be used for any purpose or in any capacity (for example, to establish and/or confirm any facts); the quality of any product, service, information, etc. obtained using the Site services will meet the User's expectations;



- c. Any information and / or materials (including downloadable software, letters, any instructions and guides to action, etc.) that the User gets access to using the services of the Organization's Website, the User can use at his own risk and is solely responsible for the possible consequences of using the specified information and / or materials, including for the damage that this may cause to the User's computer or third parties, for data loss or any other harm;
- d. The Organization is not responsible for any kind of losses that occurred as a result of the User's use of the services of the Organization's Website or individual parts / functions of the services of the Organization's Website.

## 10. Other provisions

- a. This Agreement is an agreement between the User and the Organization regarding the use of the services of the Organization's Website and replaces all previous agreements between the User and the Organization.
- b. This Agreement is governed by and interpreted in accordance with the laws of the Kingdom of Saudi Arabia. Issues not regulated by this Agreement are subject to resolution in accordance with the legislation of the Kingdom of Saudi Arabia. All possible disputes arising from the relations regulated by this Agreement shall be resolved in accordance with the procedure established by the current legislation of the Kingdom of Saudi Arabia. Throughout the text of this Agreement, unless explicitly stated otherwise, the term "legislation" means the legislation of the Kingdom of Saudi Arabia.
- c. If, for one reason or another, one or more provisions of this Agreement are declared invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions of the Agreement.
- d. Inaction on the part of the Organization in case of violation by the User or other users of the provisions of the Agreements does not deprive the Organization of the right to take appropriate actions to protect its interests later, and also does not mean that the Organization renounces its rights in case of subsequent similar or similar violations.