

# Legal — this is important

## Terms of Service

“عداد الاستغفار” reserves the right to terminate and/or suspend your account at any time in case of unauthorised use of the service. If “عداد الاستغفار” terminates or suspends your account for any suspicious activity, “عداد الاستغفار” shall have no liability or responsibility to you, and will not refund any amounts that you have previously paid.

## Privacy Policy

This Privacy Policy governs the manner in which “عداد الاستغفار” collects, uses, maintains and discloses information collected from users (each, a 'User') of the manshoud.com website and “عداد الاستغفار” app ('Site/App'). This privacy policy applies to the Site/App and all products and services offered by Manshoud.

### 1- Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, and in connection with other activities, services, features or resources we make available on our Site/App. Users may be asked for, as appropriate, name, email address. Users may, however, visit our Site/App anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain Site/App related activities.

### 2- Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site/App. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site/App, such as the operating system and the Internet service providers utilized and other similar information.

### 3- Web browser cookies

Our Site/App may use 'cookies' to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site/App may not function properly.

### 4- How we use collected information

“عداد الاستغفار” may collect and use Users personal information for the following purposes:

- To improve customer service: information you provide helps us respond to your customer service requests and support needs more efficiently.

- To personalize user experience: we may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site/App.
- To improve our Site/App: we may use feedback you provide to improve our products and services.
- To run a promotion, contest, survey or other Site/App feature: To send Users information they agreed to receive about topics we think will be of interest to them. To send periodic emails We may use the email address to send User information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via our Site/App.

## **5- How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site/App.

Sensitive and private data exchange between the Site/App and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

## **6- Sharing your personal information**

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site/App or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

## **7- Changes to this privacy policy**

“عداد الاستغفار” has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

B- Notice and procedure for making claims of copyright or other intellectual property infringements.

(a) “عداد الاستغفار” respects the intellectual property of others and takes the protection of copyrights and all other intellectual property very seriously, and we ask our users to do the same. Infringing activity will not be tolerated on or through the Site or the “عداد الاستغفار” Service.

(b) “عداد الاستغفار”’s intellectual property policy is to (1) remove material that “عداد الاستغفار” believes in good faith, upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available through the Site, and (2) remove any Products or Submissions posted to the Site by “repeat infringers.” “عداد الاستغفار” considers a “repeat infringer” to be any user that has uploaded Products or Submissions to the Service and for whom “عداد الاستغفار” has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512(c) with respect to such Products or Submissions. “عداد الاستغفار” has discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon “عداد الاستغفار”’s own determination.

(c) Procedure for Reporting Claimed Infringement. If you believe that any Productions or Submissions made available on or through the Site or the “عداد الاستغفار” Service have been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “Notification of Claimed Infringement” containing the following information to the Designated Agent identified below. Your communication must include substantially the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- (ii) Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;
- (iii) Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit “عداد الاستغفار” to locate the material;
- (iv) Information reasonably sufficient to permit “عداد الاستغفار” to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- (v) A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

(d) Designated Agent Contact Information. “عداد الاستغفار”’s Designated Agent for notices of claimed infringement can be contacted via E-mail: [Hamoud@Mozn.sa](mailto:Hamoud@Mozn.sa)

(e) Counter Notification. If you receive a notification from “عداد الاستغفار” that material made available by you on or through the Site or the “عداد الاستغفار” Service has been the subject of a

Notification of Claimed Infringement, then you will have the right to provide “عداد الاستغفار” with what is called a “Counter Notification.” To be effective, a Counter Notification must be in writing, provided “عداد الاستغفار” s Designated Agent through one of the methods identified in Section B(d) of this TOS, and include substantially the following information:

- (i) A physical or electronic signature of the subscriber;
  - (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
  - (iii) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
  - (iv) The subscriber’s name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber’s address is outside of the United States, Civil Courts in Beirut / Lebanon, and that the subscriber will accept service of process from the person who provided notification under Section B(c) of this TOS above or an agent of such person.
- A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party’s obligations to provide a valid counter notification under the Copyright Act.

(f) False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides that:

Any person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys’ fees, incurred by the alleged infringer, by any copyright owner or copyright owner’s authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of “عداد الاستغفار” relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f). “عداد الاستغفار” reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law. For the avoidance of doubt, only notices submitted under the Digital Millennium Copyright Act and the procedures set forth in this Section C should be sent to the Designated Agent at the e-mail or postal address set forth above. Any other comments, compliments, complaints or suggestions about “عداد الاستغفار”, the operation of the Site or the “عداد الاستغفار” Service or any other matter should be sent to Hamoud@mozn.sa.

Your acceptance of these terms

By using this Site/App, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site/App. Your continued use of the Site/App following the posting of changes to this policy will be deemed your acceptance of those changes

