TABBY SERVICE TERMS – TABBY SAVE

1. The Terms

1.1 Tabby Save is provided by Tabby Saudi for Communication and IT JSC, a company registered in the Kingdom of Saudi Arabia, ("**Tabby**") (and Tabby is also referred to throughout the terms and conditions set out below ("**Terms**") as "**we**", "**us**" or "**our**").

1.2 Before registering for a Savings Portfolio at tabby.ai ("**Tabby Platform**"), you must agree to be bound by these Terms. Clicking the "Accept" button indicates that you have read, understood and accepted these Terms in full and that you consent to the relevant transaction. Tabby or the User may terminate the agreement without prior notice, and limitations of liability and indemnities apply even after termination.

1.3 You should read the Terms carefully before you agree to be bound by them and you should determine whether Tabby Save are appropriate for you given your personal or financial circumstances.

1.4 You should print a copy of the Terms for your records.

1.5 We reserve the right to change the Terms at any time by updating the App and our Tabby Platform to incorporate any new or amended terms, an email will be sent to your registered email account with us informing you of the update / change.

1.6 You are responsible for regularly reviewing information posted on the App or Tabby Platform to obtain timely notice of amendments to these Terms and to submit your agreement to them.

1.7 Saving through the Tabby Save Platform involves significant risks. Users should only invest money they can afford to lose. Losses are limited to the invested amount. Saving through Tabby is intended for long-term investors and is suitable for long-term investment strategies. The Tabby Save Platform is currently available for citizens of the Kingdom of Saudi Arabia.

1.8 These Terms govern the use of the Tabby Save Platform and all its sub-pages and all contractual relationships with Tabby.

1.9 You must review agreement materials and amendments through the Tabby Save Platform periodically.

1.10 You may be required to accept additional agreement terms to use specific Savings Portfolio services by clicking the relevant buttons on the Tabby Save Platform.

1.11 These Terms are in English and Arabic, and in case of discrepancies, the English text prevails.

2. Definitions

Abyan: Abyan Capital, Commercial Registration No. (1010761056)

Account Identification Software: Tabby's Algorithms that determine the appropriate Account type for Users.

Account: An electronic record in the name of each User registered with Tabby for funds and securities managed by Tabby.

Algorithms: Code executed by a computer to achieve specific tasks.

Data Update Period for Users: One business day is the maximum period for not renewing and displaying the latest data for the User Portfolio benefiting from Tabby Save.

Deposits and Withdrawals: All money transfers to and from Tabby resulting from providing Tabby Save to the User.

External Service Providers: Entities Tabby relies on to provide robo-advisor services.

Fees: Administrative fees and operational costs of the Tabby Save Platform.

Information Passing Mechanism: The method by which the Tabby transmits information on Users wishing to benefit from Tabby's financial Tabby Save Platform services.

Savings Portfolio: a specific investment Account and automated investment operations through the Tabby Save Platform

Robo-advisor: An entity providing advisory and investment services through a Tabby Save Platform or electronic application, including automated investment management.

Start Date: When the User accepts the Terms.

Tabby Save Platform: The electronic platform through which Users access the Robo-advisor services.

Tabby Save: the service providing Users with robo-advisor services and the Savings Portfolio.

User: A natural person benefiting from Tabby Save who has entered into an investment agreement with Tabby by accepting the advice provided by Tabby and participating in the investment plans offered by the Tabby Save Platform (and a User is also referred to throughout the terms and conditions set as "**you**" or "**your**").

3. **Tabby Save Platform Overview**

3.1 The Tabby Save Platform provides Users with robo-advisor services. Tabby proposes investment plans based on algorithms that evaluate the Users profile, User approves the advice after reviewing its details.

3.2 Upon the User's approval, Tabby allocates a specific investment Account and provides automated investment operations.
3.3 Tabby continuously develops the Tabby Save Platform to improve the User experience, which may involve temporary service interruptions or cancellations.
3.4 The Tabby Save Platform's use is limited to the Kingdom of Saudi Arabia.
3.5 Abyan Capital operates and provides the Tabby Save Platform on behalf of Tabby.
3.6 The User acknowledges Tabby's authority to authorize, assign, or perform any operations by third parties, including to improve Tabby Save Platform quality and services.
3.7 Users must: (i) register to on the Tabby Save Platform to use Tabby Save; (ii) agree to invest and withdraw amounts automatically according to specified conditions set out on the Tabby Save Platform (iii) accept that all operations are undertaken in accordance with the Terms and any specific agreement terms provided to the User under the Tabby Save Platform.

4. Registration and Your Information
4.1 You must register your details to benefit from the Tabby Save Platform, in order to register you must complete all required data for verification to open and use a Savings Portfolio and provide correct information free from external interference.
4.2 You can open only one Savings Portfolio. Tabby disclaims responsibility for any negligence or defects from Users owning more than one account.
4.3 You must provide additional information to verify Your identity if requested, and you must update your data immediately if it changes or is incorrect.
4.4 You are responsible for maintaining password confidentiality and notifying Tabby of any unauthorized use.
4.5 Only You may use your Savings Portfolio; any unauthorized use may result in legal consequences.
4.6 Registration and agreement acceptance are prohibited if: (i) You lack the legal capacity to contract; or
(ii) You are prohibited from using Savings Portfolio services under Saudi Arabian law.
4.7 You agree that when you provide information to us, you will only and at all times provide true, accurate, current and complete information, and

you agree not to misrepresent your identity or any of your Savings Portfolio information or related details.

4.8 You further agree to keep your information up to date and accurate. You warrant and represent that any residential address, email address or mobile phone number that you provide to us is current and belongs to you. You agree to notify us promptly when you change your residential address, email address, or mobile phone number.

4.9 We store information about your previous transactions through Tabby Save for compliance purposes, to improve your use of Tabby Save, and to provide you with offers and benefits.

4.10 You agree that Tabby may at any time make inquiries about you and request any information about you that Tabby requires to provide you with Tabby Save, including but not limited to your credit score or a credit indicator relating to you that Tabby considers appropriate from any financial institution, credit bureau, or reference agency (including using services like Elm for Information Security Company,) or any other source that Tabby considers necessary, to assess your eligibility to use Tabby Save. A credit score may also be requested in connection with Savings Portfolio renewal, Savings Portfolio collection action, or dispute investigation.

4.11 You hereby authorize Tabby (and those organizations acting on its behalf) to make such inquiries and obtain such information about you without the need for further consent or approval from you or notification to you, for the purposes of determining your eligibility for Tabby Save.

4.12 We may also disclose any information aggregated by us or report your repayment history and credit behavior to any credit bureaus or any other agency authorized and approved by the Central Bank of the Kingdom of Saudi Arabia ("**SAMA**"), in accordance with our obligations under applicable law or as mandated by SAMA.

5. **Save Agreement**

5.1 You will be required to fill out specific forms on the Tabby Save Platform and provide your specific agreement to the proposed investment plan. You will retain ownership of assets in your name under the plan in your Savings Portfolio.

5.2 Tabby will create a customized Savings Portfolio Account and send buy/sell orders consistent with the approved investment plan.

5.3 Tabby uses Abyan to provides advice on investment plans, investment services, and automated Savings Portfolio Account

monitoring, including rebalancing and withdrawals through the Tabby Save Platform.
5.4 Tabby will provide documents electronically to your email and ensure your accessibility to them through the Tabby Save Platform. You are responsible for documents sent electronically or physically.
5.5 Funds you invest must exceed the minimum deposit stated on the Tabby Save Platform for investment.
5.6 Tabby, through Abyan, may invest in assets outside Saudi Arabia, which may involve different settlement, legal, and regulatory requirements.

6. Savings Portfolio
6.1 The Savings Portfolio is operated by Abyan and is electronic financial account, not a bank account, and does not provide banking services beyond those stipulated in the agreement.
6.2 The Savings Portfolio offers the following components of Tabby Save:

- Advice on Tabby's investment plans based on User-provided data.
- Approval of proposed investment plans and opening of investment Accounts.
- Savings of User funds through investment services and automated Account management.
- Withdrawal of balance to the User's registered bank account.
- Portfolio funding for investment in proposed plans.

6.3 Tabby may introduce new services without prior notice to Users and send them an updated copy of the agreement.
6.4 Tabby may stop providing Tabby Save at any time without prior notice.
6.5 Tabby may impose usage restrictions or transaction limits without prior notice.
6.6 Access to the Savings Portfolio may be restricted for specific amounts or periods to protect Tabby or other Users.
6.7 Funds may be seized under laws, judicial orders, or governmental requests.
6.8 Withdrawal requests may be rejected.
6.9 Users have the exclusive right to transfer funds to and from their Savings Portfolio.
6.10 Tabby provides periodic reports on Savings Portfolio-related financial movements.

6.11 Tabby reserves the right to impose acceptable usage conditions, prohibiting certain financial transactions for illegal purposes, money laundering, terrorist financing, and other unlawful acts in Saudi Arabia. Legal measures will be taken against irregular or illegal transactions, and compensation may be sought for misuse.

7. Deposit

7.1 Under Tabby Save, Tabby provides the infrastructure for processing deposit and receipt requests for your Savings Portfolio.

7.2 Funds are credited on the business day they are received. Funds received after service interruption time are considered received on the next business day.

7.3 You must reconcile incoming funds regularly.

7.4 Financial transactions may be canceled if they are likely to be canceled by the payer.

8.Withdrawal

8.1 The withdrawal of funds from your Savings Portfolio is allowed at any time. Withdrawals and investments of funds are processed within 1-7 business days.

8.2 A financial transaction approval through the Tabby Save Platform authorizes the transaction, and you must follow the on-screen instructions for transactions.

8.3 Upon withdrawal, funds will be sent to your registered bank or card. You must provide the correct data for financial payments.

8.4 Tabby reserves the right to recover any payments due from you and may charge additional fees for the recovery process.

8.5 Withdrawal requests by you may necessitate the liquidation of some or all of your investment positions.

8.6 You are required to provide any additional information requested by Tabby within two business days.

8.7 Financial transactions received during a service outage will be processed on the same business day. Transactions received after the service outage will be processed on the next business day.

8.8 You must promptly notify Tabby of any unauthorized or incorrect transactions.

8.9 Financial information you submit may be rejected for specific reasons. Tabby will provide an explanation for the rejection and instructions for correction.

8.10 Tabby is authorized to correct any transaction errors by making appropriate credit or debit entries in your Savings Portfolio.

9. Risks

9.1 ***Responsibility for Negligence:*** Tabby and the Tabby Save Platform is responsible for any negligence or serious failure in its basic duties.

9.2 ***Party Obligations:*** All parties, including you, are solely responsible for their obligations under these Terms.

9.3 ***Scope of Liability:*** Liability extends to Tabby's employees, direct agents, and third parties used by Tabby to fulfill the contract, including Abyan.

9.4 ***Savings Risks Awareness:*** You must be aware of the risks associated with financial market investments, including fluctuations in value and the lack of guaranteed returns.

9.5 ***Long-Term Savings:*** You understand that investments made through the Tabby Save Platform are long-term.

9.6 ***Stock Savings Risks:*** Savings in stocks involve risks of price fluctuations influenced by various unpredictable factors.

9.7 ***Index-Simulating Fund Risks:*** Savings in funds that simulate indices carry risks related to the performance of the fund manager and the assets in which the funds are invested.

9.8 ***Fixed Income Instruments Risks:*** Savings in fixed income instruments involve financing risks, including the issuer's potential inability to meet their obligations.

9.9 ***International Savings Risks:*** International investments involve risks related to exchange rates, legislative and regulatory changes, and political and economic instability.

9.10 ***Liquidity Risks:*** Financial market investments expose you to liquidity risks, which can affect the speed and cost of buying or selling assets.

9.11 ***Platform Compliance:*** Tabby complies with its role in providing the Tabby Save Platform, and these Terms and Tabby's responsibilities to you do not cover any services which fall outside the scope of the Tabby Save Platform.

9.12 ***No Guarantee on Future Prospects:*** Tabby does not guarantee the future prospects of any investment plan. You make independent investment decisions and bear the associated future risks.

9.13 ***Understanding Legal, Economic, and Tax Consequences:*** You acknowledge that you must understand all legal, economic, and tax consequences before and during any investment.

10.Disclaimer

10.1 We hereby exclude all warranties and conditions, whether express or implied by statute, common law or otherwise, to the extent permitted by law that:

10.1.1 the performance of Tabby Save, Tabby Platform or App will be continuous, uninterrupted or error free;

10.1.2 that the use or access to Tabby Save our Tabby Platform or App will be uninterrupted;

10.1.3 the Tabby Platform is free of any virus or other computer software routine intended or designed to permit unauthorized access to your computer system or disable, damage, erase, disrupt or impair the normal operation of your computer system; or

10.1.4 the accuracy, reliability, or completeness of any Content.

10.2 The Tabby Platform and App (including any Content) are provided to you “as is” and on an “as available” basis and on the condition that you undertake all responsibility for assessing the suitability of accessing and using our Tabby Platform, App and Tabby Save, and your use and access of our Tabby Platform, App, or Tabby Save is entirely at your own risk.

10.3 We will have no responsibility or liability to you in relation to any loss or damage that you incur, including but not limited to damage to your software or hardware or loss of data, arising from your use of or access to our Tabby Platform, App, or Tabby Save, or the unavailability of our Tabby Platform, App, or Tabby Save.

10.4 To the full extent permitted by law, we exclude all warranties (express or implied), terms, conditions, or undertakings not stated in these Terms, whether expressed or implied, in relation to our Tabby Platform, App, or Tabby Save.

10.5 Tabby hereby excludes any and all liability for any loss or damages incurred by you or a third party as a result of any act or omission by us in respect of the provision of Tabby Save, the Tabby Platform or the App.

11. Liability

11.1 Neither you nor Tabby excludes or limits liability for:

11.1.1 death or personal injury due to negligence; or

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 any other loss which cannot be excluded or limited under the governing law of these Terms.

11.2 Tabby shall not be held liable for any loss or damage including, without limitation, any loss of profits,
loss of business, loss of revenue, loss of investment amount, loss of data or any indirect or consequential losses, in each case whether arising from negligence, breach of contract or otherwise.
11.3 Subject always to clauses 11.1 and 11.2, the total liability of Tabby for any breach of these Terms, whether for negligence, misrepresentation, breach of contract or otherwise for any direct loss or damage under or related to Tabby Save or these Terms shall be capped for the duration of these Terms at a total amount of One Thousand Saudi Riyal (SAR1,000).
11.4 Without prejudice to clause above, to the extent permitted by law, you hereby indemnify release and hold harmless Tabby, our directors, officers, employees and agents from and against any and all losses, actions, claims (actual or threatened), proceedings (including proceedings where we are joined pursuant to any proportionate liability regime) or demands (including any costs and expenses in defending or servicing same) which may be brought against us, in respect of any loss (including any indirect or consequential loss, loss of opportunity, loss of revenue, loss of profit, loss of reputation), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of any investment Portfolio provided by Abyan Capital.

12. Restricted Use and Intellectual Property Rights
12.1 We own or hold the rights to any and all intellectual property in our Tabby Platform and App (“**Core IP**”), as well all intellectual property and other rights in all material (including all text, graphics, logos, audio and software) made available on or through our Tabby Platform and App (“**Content**”).
12.2 Your use of Tabby Save, our Tabby Platform, or our App does not grant or transfer any rights, title or interest in either the Core IP or the Content to you.
12.3 We hereby grant to you a license to access and use the Tabby Platform and the App solely for the purpose of your use and enjoyment of Tabby Save, as outlined in these Terms and, where applicable, as expressly authorized by us.
12.4 You are expressly prohibited from:

12.4.1 using our Tabby Platform or App otherwise than in accordance with these Terms and other than for the purpose of using Tabby Save;

12.4.2 reselling or sub-licensing the use of our Tabby Platform or App;

12.4.3 reverse engineering, copying or otherwise reproducing our Tabby Platform or App or any Content; or

12.4.4 modifying, adapting, developing, creating any derivative work, reverse engineering, decompiling, disassembling, unlocking or carrying out any act restricted by the scope of your license, in relation to the Core IP, our Tabby Platform, App, or the Content.

12.5 Any reproduction or redistribution of our Tabby Platform or App or any Content is prohibited and will result in civil and/or criminal penalties. In addition, the copy (in whole or in part) of any Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

12.6 All other use, copying or reproduction of our Core IP, Tabby Platform, App or Content (or any part of) is strictly prohibited in accordance with applicable law.

13. Availability and Security

13.1 You are responsible for maintaining the secrecy of the login credentials to your Savings Portfolio with us. You are required to notify us immediately of the loss, theft, or possible unauthorized use of your Savings Portfolio via the App.

13.2 If you permit any person to use your Savings Portfolio information, login, or other details with the authorization to obtain credit on your Savings Portfolio, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your limit to be exceeded.

13.3 You acknowledge and agree that you will not hold us responsible for any liability arising from the actions or inactions of any third party in connection with any permissions you grant under clause 13.2.

13.4 We provide no warranty or guarantee that your access to our Tabby Platform, App or Tabby Save will be uninterrupted, timely or error-free.

13.5 We will occasionally carry out repairs, maintenance or introduce new facilities and functions, and access to the Tabby Platform, App or

Tabby Save may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice.
13.6 We may impose restrictions on the length and manner of usage of any part of Tabby Save for any reason.
13.7 If we impose restrictions on you personally, you must not attempt to use Tabby Save under any other name or user or on any other mobile device.
13.8 It is your responsibility to keep your phone and access to Tabby Save secure. We therefore recommend that you do not jailbreak or root your phone, (which is the process of removing software restrictions and limitations imposed by the official operating system of your device) as it could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that Tabby Save will not work properly or at all.
13.9 We provide no warranty or guarantee the App or Tabby Platform will be compatible with all hardware and software which you may use.
13.10 We shall not be held liable for damage caused by or related to any viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property either directly or indirectly as a result of your download, installation, access to or use of the App or Tabby Platform or your obtaining any material from, or as a result of using, the App or Tabby Platform. We shall also not be liable for the actions of third parties.

14. Data Protection

14.1 Tabby, Abyan and our affiliates will process your data in accordance with all applicable data protection regulations.
14.2 In order to deliver Tabby Save, we will need to record your name, national ID number and any other details on such ID, date of birth, email address, address, telephone number and details around the payments made as part of Tabby Save.
14.3 We process your personal data for the following legitimate purposes directly related to your use of Tabby Save:

14.3.1 to perform a credit check on you and a verification check to confirm your identity;
14.3.2 to send you an invoice via email, text message or push notification;
14.3.3 to facilitate the payment via bank transfer, direct debit or any other payment method chosen by you;
14.3.4 for marketing and business development purposes; and

14.3.5 to administer payments received and to send reminders for non-received payments; and

14.3.6 to engage debt collection agencies in case of non-payments.

14.4 You hereby acknowledge and agree that we may share any personal data we hold on to you with Abyan Capital for the purposes of delivering Tabby Save.

14.5 You can request details of your personal information held by us by contacting us via email at **tabbydpo@tabby.ai and** may request correction to any personal date we hold about you in cases where the information is incorrect.

14.6 We have implemented adequate technical and organizational measures to prevent any unauthorized access or loss of your personal data.

14.7 You may be asked for data necessary to provide services and information. Tabby and its service providers will keep your information confidential.

14.8 Tabby uses cookies to improve site usability and to collect anonymous statistics.

14.9 Tabby uses your information to provide products and services. Tabby may share your information with affiliates for communication purposes.

14.10 Tabby retains your personal data as long as necessary to fulfill the requested services.

14.11 You have the right to obtain, view, review, modify, or erase your stored personal data.

15. Term and Termination

15.1 These Terms represent an agreement you have with us for the duration of your use of Tabby Save.

15.2 These Terms apply (as amended from time to time) until terminated in accordance with this clause.

15.3 We may suspend or close your Savings Portfolio or otherwise terminate your right to use your Savings Portfolio at any time at our absolute discretion.

15.4 Upon termination, Tabby will return the remaining Savings Portfolio balance upon Your request.

to your registered bank account.

15.5 Terminating these Terms does not automatically terminate any other service contract that you have entered into in connection with these Terms.

15.6 Tabby may suspend or block Savings Portfolio access in cases of agreement violations, exposure to unlawful credit or fraud risks, misleading or false data, fraud or illegal conduct, or unauthorized or fraudulent activity at any time with prior notice to You.
15.7 We will retain your information after the closure of your Savings Portfolio in accordance with our privacy policy.

16. Dispute Rights
16.1 Any complaints in relation to your Savings Portfolio shall be handled exclusively by Abyan Capital and you hereby agree that Tabby has no responsibility or liability to you in respect of any issue of performance, merchantability or suitability of the Savings Portfolio or Account.
16.2 In no circumstance will we be required to pay any amount directly to you that is to be credited to your Savings Portfolio as part of a refund.
16.3 Complaints in relation to Tabby or Tabby Save can be submitted in writing through the contact form on our Tabby Platform.

17. Miscellaneous
17.1 These Terms contain all the terms agreed between us and you regarding their subject matter and supersede and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing.
17.2 If any of these Terms should be determined to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
17.3 Our failure or delay in exercising any of our rights under these Terms does not mean that we are unable to exercise those rights later.

18. Governing Law and Jurisdiction
18.1 These Terms, the provision of Tabby Save and all contracts concluded by us are governed by the laws of the Kingdom of Saudi Arabia.
18.2 You agree that the competent courts of Riyadh shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms, the provision of Tabby Save and any contracts concluded between us.