USER TERMS

Please read these User Terms and the refund and cancellation terms carefully before you use our App (as defined below) and before booking any third-party services through our App. We recommend that you print a copy of these User Terms (along with all our other terms and policies) for future reference.

By using our App, you confirm that you accept these user terms and that you agree to comply with them. if you do not agree to these user terms then you must not use our app in any way.

1. **WHO WE ARE**

1.1 The Service (as defined below) is provided by Nabras Software Company (Circl) ("Nabras Software Company (Circl)", "we", "our", "us"), a company, registered in Saudi Arabia whose registered office address is King Fahad Road, Olaya Dist, Riyadh,Saudi Arabia

1.2 The terms “you”, “your” and “yours” when used in these User Terms means you as a user.

2. **DATA PROTECTION**

In order to provide the Service, we may collect personal data from you. Before using the Service, please read our privacy policy which explains how we will handle your personal data.

3. **THE CIRCL SERVICE**

3.1 Circl is a platform application provided by Nabras Software Company (Circl) (the “**App**”) which provides services including, allowing users to search for and connect with wellness professionals or businesses working in areas such as health & fitness, education (private tutors), mind & body, treatments, hair & beauty (the “**Freelancers**”). The App allows users to make bookings with Freelancers for their services (“**appointment**”) and / or to buy a subscription to unlock that Freelancer’s exclusive subscription content and services (the “**Subscription**”) and provides a payment gateway to allow payment from the user to the relevant Freelancer (the "**Service**"). More detail on the Service and payment can be found below.

3.2 The provision of the actual third-party services booked via our App (including any subscription services) is the responsibility of the Freelancer which provides them (the “**Freelancer Services**”). We are not responsible or liable to you for the Freelancer Services which are booked through the App. When booking and participating in an appointment or buying a Subscription, you are entering into an agreement with the relevant Freelancer and not Nabras Software Company (Circl). Nabras Software Company (Circl) is not a party to any agreement between you and any Freelancer and Nabras Software Company (Circl) can accept no responsibility for Freelancers. By using the Service, you confirm that you understand and agree to use the Service on such terms.

4. USING THE SERVICE

4.1 In order to use the Service, you need to provide us with some details. As a minimum, you will need to provide us with your email address, name, your areas of interest (e.g. health and fitness) and your preferred meeting method.

4.2 Finding and Booking appointments and buying Subscriptions

The App will allow you to search for Freelancers using search criteria including, but not limited to, location, services offered, and preferred meeting method. The App will suggest a number of relevant Freelancers based on your search criteria. You will be able to:

4.2.1 use our booking function and real-time calendar to book appointments with Freelancers including adding comments to the booking request; and / or

4.2.2 buy a Subscription from your chosen Freelancer.

The appointment booking or Subscription purchase will only become binding upon you and the Freelancer when the booking of the appointment or purchase of the Subscription is confirmed to you in the App and by email.

4.3 Communications with Freelancers

4.3.1 You understand and agree that any relationship developed between you and any Freelancer as a consequence of the use of the Service should continue to be conducted through the App. All communications, bookings and transactions must be conducted through the App.

4.3.2 It is possible for both users and Freelancers to send comments via the App. Any comments between you and the Freelancer will not be moderated, checked or vetted by us in any way. To the extent permitted by law, we will have no liability with respect to any comments sent by you or by the Freelancer.

4.4 Participating in appointments and receiving Subscriptions

4.4.1 Freelancers are responsible for the content of their appointments and Subscriptions. We do not vet the content of their appointments and Subscriptions. We can accept no responsibility or liability in respect of the appointments and Subscriptions provided by Freelancers.

4.5 Your Health

4.5.1 It is your sole responsibility to communicate in advance any medical or health-related conditions and/or special needs to the Freelancer that might affect or be affected by any Freelancer Services (for example without limitation, allergy information and health issues).

5. **FREELANCERS**

5.1 Nabras Software Company (Circl) does not make any representation or guarantee as to: (a) any Freelancer or the Freelancer Services (whether through the App or not); (b) any information regarding the Freelancer, including but not limited to the information included on their profile; (c) a Freelancer's availability and responsiveness on the App; (d) the relevance and usefulness of a Freelancer's advice or appointments or Subscription; or (e) success or quality of the appointments or Subscription.

5.2 You take full responsibility for the decision to contact and/or attend an appointment with or buy a Subscription from a Freelancer. Nabras Software Company (Circl) is strictly limited to providing access to such Freelancers for your consideration.

5.3 Every Freelancer has a profile page on which you can view their information. Any reference to profile in these terms also includes any Subscription page and content which can be accessed via such profile. The App may also provide a percentage match based upon a Freelancer's compatibility to your search criteria and your Circl homepage will be filtered according to your criteria and interests.

5.4 Following each appointment, you will have a chance to leave a review in respect of the relevant Freelancer. You agree to be honest and appropriate when leaving a review,

6. **PAYMENT**

6.1 Nabras Software Company (Circl) **is an Agent**

6.1.1 When you book an appointment or buy a Subscription, you enter into a contract with the relevant Freelancer to receive the Freelancer Services (and Nabras Software Company (Circl) just connects you with the Freelancer as an agent).

6.1.2 Freelancers set the price for any appointment or Subscription.

6.1.3 When you pay for an appointment or a Subscription, we collect these fees on behalf of the Freelancer.

6.1.4 Nabras Software Company (Circl) will receive a commission from the Freelancer for connecting you with that Freelancer if you book an appointment or buy a Subscription.

6.1.5 Please read the refund and cancellation terms which set out further information around booking, payment, cancellation and refunds.

6.2 **Payment methods**

6.2.1 You may pay for appointments and Subscriptions using credit/debit card via the App payment gateway [and payments will be processed as described in the refund and cancellation terms

6.2.2 We are not responsible for any additional fees your bank or payment provider (as applicable) may charge whether for payments, refunds or otherwise.

6.3 **Cancellation and Refunds**

6.3.1 Information regarding cancellation and refunds is set out in the refund and cancellation terms

7. **SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE APP**

7.1 We reserve the right, acting reasonably, to immediately suspend or terminate your access to the App if:

7.1.1 you breach the End User Licence Agreement that applies to the App or these User Terms;

7.1.2 information you have provided (whether during the sign-up process or thereafter) proves to be inaccurate, fraudulent, misleading or otherwise in violation of these User Terms;

7.1.3 you are in breach of any applicable law or regulation, or send material which is defamatory, abusive, obscene, discriminatory or otherwise inappropriate;

7.1.4 when using the Service, you infringe any intellectual property rights belonging to us or a third party;

7.1.5 you violate any Nabras Software Company (Circl) user's privacy (or those of a third party);

7.1.6 you use the Service for any purpose not expressly permitted by these User Terms;

7.1.7 it comes to our attention (via a Freelancer or otherwise) that, whilst using the Service, you acted or are acting inappropriately or in an unsafe manner; or

7.1.8 you have otherwise acted (or are acting) in a way in which we reasonably believe warrants us to suspend or terminate your access to the App.

7.2 If we suspend your access to the App, you will not be able to book or participate in any appointments or purchase or access any Subscription during any period of suspension. If we terminate access to the App, you will no longer be able to log in to the Service and will not be able to book or participate in any appointments or purchase or access any Subscription. If we terminate your access to the App under this clause 7, we are not obliged to refund any monies paid or pre-paid by you. In the event that we do refund any monies to you, you will be liable for any charges administered by your bank or payment provider (as applicable).

8. **COMPLAINTS**

8.1 We care about maintaining high standards and we want you to have a good experience. If you want to leave a review or you have any feedback or you would like to make a complaint about one of the Freelancers or the Freelancer Services, please either:

8.1.1 speak to the Freelancer yourself to try and resolve the issue, in the case of a complaint;

8.1.2 leave an appropriate, honest review for the Freelancer via the App to reflect your experience; or

8.1.3 email us at support@circlonline.com

8.2 If you email to us we may in our sole discretion contact the Freelancer to attempt to resolve the issue for you. We make no guarantees that we will be able to resolve the issue with the relevant Freelancer. If we are unable to resolve the issue, and if we consider it to be fair having regard to all the circumstances, then we may, at our sole discretion provide you with a refund of the relevant, disputed amount. Any refund will be processed through the App.

8.3 Alternatively, if you choose to resolve the complaint directly with the relevant Freelancer, you and the Freelancer should both provide written confirmation to Nabras Software Company (Circl) of any resolved complaint, specifying the agreed allocation (and if applicable apportionment) of the relevant fees. If Nabras Software Company (Circl) receives no communication confirming the agreed resolution from both you and the Freelancer within 30 days following the date on which the issue or complaint was raised, Nabras Software Company (Circl) shall return the relevant fees to the user, less a handling fee

8.4 In the event that no resolution is reached or agreed in accordance with clause 8.2 or clause 8.3, the Freelancer and user may pursue the issue independently of Nabras Software Company (Circl) and Nabras Software Company (Circl) shall have no further responsibility in relation to the same.

8.5 PLEASE NOTE THAT WHILST WE TAKE ALL COMPLAINTS ABOUT THE FREELANCERS EXTREMELY SERIOUSLY AND WE WILL ATTEMPT TO HELP TO RESOLVE THEM, WE ARE IN NO WAY RESPONSIBLE OR LIABLE TO YOU FOR THE FREELANCER SERVICES AND WE ARE UNDER NO OBLIGATION TO PROVIDE YOU WITH A REFUND OR ANY OTHER COMPENSATION IF YOU ARE DISSATISFIED WITH THE FREELANCER OR THE FREELANCER SERVICES.

9. **DISCLAIMER/LIABILITY**

9.1 The Freelancers are responsible for the Freelancer Services and we do not endorse or approve any Freelancers or the Freelancer Services. We make no representations as to, and do not warrant the accuracy of, any information provided by the Freelancers other than to the extent set out in clause 9.2 below.

9.2 We undertake a basic verification of certain information provided by the relevant Freelancer i.e. name, profession, services, profile picture, address and bank details.

9.3 We do not accept any liability for any errors in, or for reliance placed on, the contents of the App (including content on, linked from or uploaded to Freelancers' profiles).

9.4 Whilst we make every effort to ensure that the Service is available, we do not represent, warrant or guarantee in any way the continued availability at all times or the uninterrupted use by you of the Service and errors, interruptions and delays may occur in the Service. We do not accept any liability arising from any interruption or delay in availability of the Service. We reserve the right to suspend or cease the operation of all or part of the Services from time to time at our sole discretion.

9.5 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any other liability that cannot be excluded or limited by English law.

9.6 We exclude all conditions, warranties, representations or any other terms which may apply to the Service, the App or any content within it, whether express or implied, to the fullest extent permitted by law.

9.7 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with use of, or inability to use, the App, or use of or reliance on any content displayed on the App. In particular, we do not represent or warrant that the App will be error-free, free of viruses or other harmful components, or that defects will be corrected.

9.8 Please note that we only provide our App for domestic and private use, and you agree not to use our App for any commercial or business purposes unless we have approved you as a Freelancer.

9.9 In particular, we will not be liable for:

9.9.1 any injury or damage caused by your failure to inform your Freelancer of any health condition or injury or your failure to act in accordance with any reasonable instructions from your Freelancer;

9.9.2 any actions or omissions of Freelancers;

9.9.3 loss of profits, sales, business, or revenue;

9.9.4 loss of anticipated savings;

9.9.5 business interruption;

9.9.6 loss of business opportunity, or loss of or damage to goodwill or reputation; or

9.9.7 any indirect or consequential loss or damage.

To the extent we have any liability to you, this shall be limited at a maximum amount per claim of £50.

10. OTHER CONDITIONS

10.1 Variation of these User Terms

We reserve the right to amend these User Terms by email to registered users or via the Service from time to time. By continuing to use the Service after these User Terms have been updated, you accept and agree to such updated terms.

10.2 Assignment

We may transfer our rights and obligations under these User Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You may only transfer your rights or your obligations under these User Terms to another person if we agree to this in writing.

10.3 Severability

If a court finds part of these User Terms illegal, the rest will continue in force. Each of the paragraphs of these User Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.4 No waiver

Any waiver of any right under these User Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under these User Terms or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

10.5 Third party rights

These User Terms do not give any rights to third parties unless expressly stated herein.

10.6 Entire agreement

These User Terms (as amended from time to time), together with any document expressly referred to within them, constitute the entire agreement and understanding between the parties in relation to their subject matter and supersede any previous arrangement, understanding or agreement between them relating to such subject matter .

10.7 **English Law**

These User Terms, their subject matter and their formation (and any non-contractual disputes or claims arising under or in connection with them) are governed by the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.