

## DOCUMENT REVISION CONTROL – KSA – TERMS & CONDITIONS

REVISION	DOCUMENT CHANGES	Section	CHANGED BY	DATE
1.1	Adding Country of Operation in KSA	Introduction	EA – Operations	03 Mar 2020
1.2	Adding MUSE Concierge Toll Free in KSA	N.4	EA – Operations	03 Mar 2020
1.3	Changing Currency to SAR	WHAP	EA – Operations	03 Mar 2020
2.1	Adding B8TA as 1% flat earning rate	B.12	EA – Operations	12 May 2020
2.2	Revised Benefits	E. Benefits	CE – Experience	01 Sep 2020
2.3	Revised Benefits	E. Benefits	FH – LEGAL	02 Sep 2020
2.4	Revised Benefits	E. Benefits	FH - LEGAL	09 Sep 2020
2.5	Tier currency to SAR Birthday Bonus	D. Tiers E. Benefits	EA – Operations	14 Sep 2020

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### MUSE Loyalty Programme Terms and Conditions (the "Terms")

Welcome to the MUSE Loyalty Programme (the "**Programme**").

Within this document "**you**" or "**your**" means a valid member of the Programme (the "**Member**") and any reference to "**us**", "**our**", or "**we**" means us, MUSE operated by MCT FZE (or our business partners listed below), operated by the following companies, in the following countries (the "**Country(ies) of Operation**"):

Country of Operation	Operated by
United Arab Emirates (UAE)	Allied Enterprises LLC Saj Emirates Trading LLC Style Avenue Dubai LLC
Kuwait (KWT)	MCT FZE (Based in UAE)
Kingdom of Saudi Arabia (KSA)	Farouk Trading and Contracting Company Ltd Arabian Luxury Gifts Limited LLC Al Jamal International Beauty Company Ltd LLC

*T&Cs last updated date; 14 September 2020*

#### **A. MEMBERSHIP**

1. The Programme is only available to individual Members who have successfully completed the registration process. You can register through:

- a. Our website at the following address: [www.experience-muse.com](http://www.experience-muse.com) (the "**Website**")

- b. Our MUSE Loyalty Programme Mobile App: (available on the Apple App Store and Google Play Store)(the "**MUSE App**").
- c. By speaking to a customer service representative in one of the Participating Stores (defined below);
- d. Through our call center, the details of which are contained in section M (Communication) below (the "**Call Center**").

The Website and the MUSE App will collectively be referred to as the "**MUSE Platforms**".

- 2. To register to the Programme you will need to provide the following details and your consent:
  - a. Your first name and last name;
  - b. A valid email address;
  - c. A local mobile phone number for the Country of Operation in which you are registering including your country code;
  - d. Your gender;
  - e. Your preferred language (English or Arabic);

Please note that for sign up at a point of sale within a store, you will only need to provide your mobile number. You will then receive a link to download the MUSE App and complete your details.

- 3. By signing in writing or electronically accepting these Terms and the Privacy Policy, you agree that you have read and understood them in their entirety. MUSE may update the Terms and the Privacy Policy in its sole discretion at any time. Updated terms supersede any terms agreed to by you and MUSE. Any reference to "Terms" or "Privacy Policy" shall mean the then current versions as updated from time to time.
- 4. Acceptance of these Terms and the Privacy Policy is a mandatory condition to be able to participate in the Programme. In the event that you wish to revoke such acceptance, kindly refer to section H (Account Closure).
- 5. After successful enrolment to the Programme, you will receive a link to download the MUSE App. You can also download the MUSE App directly from the app stores mentioned in section 1b above.
- 6. As a member of the Programme, you will be issued a virtual MUSE membership card (the "**Membership Card**") on your smart phone device. You can view your personal digitized card in the MUSE App.
- 7. Your account is exclusively dedicated to you. You cannot assign, nor transfer your account to another person. You are entitled to register to one account only, the email address and mobile number provided

at the registration being your unique identifier. Please note that if you sign up in-store by providing your mobile number, your email will not be a unique identifier until such time you update your profile.

8. Only persons aged 18 years and above can participate in the Programme, as on the day of application to enroll.
9. The Programme is available in all participating stores in the Countries of Operation as listed above, as well as some online stores for such participating stores (if available) (the "**Participating Stores**"). You can find a list of Participating Stores [here](#).

## **B. COLLECTING POINTS**

1. There are three (3) types of points that are collected as part of the Programme:
  - a. Base Points: These points are earned when you purchase products from Participating Stores (the "**Transaction**").
  - b. Tier Points: These are non-redeemable points that count towards your tier status ("**Tier Points**").
  - c. Bonus Points: These are promotional points that are accumulated as per the promotion criteria and are redeemable.
2. Your total redeemable number of points as part of the Programme is a combination of Base Points and Bonus Points (the "**Points**").
3. As well as from purchases in Participating Stores, Points may also accrue depending on your frequency of purchases, as well as your overall engagement with the Participating Stores.
4. To earn your Points, you must present your registered mobile phone number or MUSE Virtual Card to the sales staff in Participating Stores prior to starting your billing Transaction. Once a Transaction has been completed, your eligible Points will be reflected in your account.
5. Points earned in-store will be credited to your account in real time, however they will only be available for redemption after one (1) day. Please note that the refund period may vary depending on the terms and conditions of a specific Participating Store. If you have not received your Points within this timeframe, you can call the Call Centre, who will be happy to investigate.
6. Points will be credited based on eligible purchases at Participating Stores and depends on the Members' tier level. Any increased points per 1 SAR spent will take effect on the day after the purchase which takes a Member's expenditure into a higher threshold (i.e. Members on Emerald tier and spent SAR 35,000 will earn 35,000 points as Emerald tier, then upgraded to Ruby tier. The next purchase, member will earn according to the upgraded tier points calculation).
7. Purchases made online at participating brands will be credited within 30 days after date of successful online transaction.
8. You are not entitled to collect Points on Transactions entered into by any other person, such as family members, friends, acquaintances, customers or business colleagues. You are not entitled to claim or

collect Points on Transactions completed prior to the date you have registered to join the Programme or before the launch of the Programme.

9. Points will not be awarded for any Transaction which is funded through Points redemption, whether in whole or in part. You will however be awarded points for the cash part of the transaction.
10. Members will accrue Earned Points equivalent to the paid transaction value for qualifying products and services. Members will not earn points on exclusion items, including but not limited to the following:
  - a. VAT (Value Added Tax) where it is applicable;
  - b. Purchase of Vouchers;
  - c. Purchase of Gift Cards;
  - d. Shipment Fee on Online Purchases;
  - e. Payment made by Store Credits and Vouchers
- a. Service Items;
- b. Certain product catalogues.
11. You may or may not be able to earn points on discounted items on a case by case basis, which shall be determined by MUSE in its sole discretion. If applicable, on qualifying discounted items you will earn 1 Base Point for every SAR 1 spent, irrespective of your tier status.
12. Purchases made at B8TA store at The Dubai Mall and participating brands located at The Outlet Village in UAE will earn a flat rate of 1 Base Point for every AED 1 spent, irrespective of your tier status.
13. Purchases made at External Concessions at Level Shoes and Tryano department stores in UAE and KSA will earn a flat rate of 1 Base Point for every AED 1 spent or for every SAR 1 spent, irrespective of your tier status.
14. When you purchase and/or load gift cards you will not accrue points; however, you can earn points on purchases made via gift card spend.
15. You will retain your awarded Points if you decide to return the products and receive Store Credit for the return, in accordance with the applicable local return/exchange policy. When you use this store credit, you will not be awarded any points on that transaction. Store Return Policies apply.
16. When you decide to return the products and receive Cash for the return, in accordance with the applicable local return/exchange policy, your points will be adjusted from your account. This may affect your tier level if the adjustment of points below the threshold of tier level. Store Return Policies apply.
17. Employees of our various operating entities (an "**Employee**") are eligible to join the MUSE Programme. If applicable, on qualifying discounted items, Employees will earn 1 Base Point for every SAR 1 spent, irrespective of tier status.

18. Employees of our various operating entities (including their family members) are not permitted to enter into draws, as detailed in section E6 below.

**C. VALUE OF POINTS**

- 1. There is no minimum spend per Transaction in order to qualify for earning Point(s).
- 2. United Arab Emirates Dirhams (AED) is the base currency for the Programme. In conversion to Saudi Riyals (SAR), you will earn 1 Base Point for every SAR 1 you spend. The available value of your points that you are able to spend is calculated as a percentage of your points, depending on your tier:

Tier Level	BASE POINTS EARNED	Spend (Example)	Number of Points (Example)	Available Spend (Example)
EMERALD	SAR 1 = 1 POINT	SAR 1,000	1,000	SAR10
SAPPHIRE	SAR 1 = 2 POINTS	SAR 1,000	2,000	SAR 20
RUBY	SAR 1 = 3 POINTS	SAR 1,000	3,000	SAR 30

3. Members can earn in their local currency and the earning ratio will be calculated according to an exchange rate that is determined by MUSE in its sole discretion. MUSE will adjust the exchange rate every quarter. The current earning ratio is as follows:

			Earned Points Issued			
Country	Spend	Currency	EMERALD	SAPPHIRE	RUBY	Discount (Any Tier)
UAE	1.0	AED	1.00	2.00	3.00	1.00
Kuwait	1.0	KWD	12.00	24.00	36.00	12.00
KSA	1.0	SAR	1.00	2.00	3.00	1.00

- 4. We reserve the right to withdraw/add Participating Stores from/to the Programme from time to time, exclude products, or introduce extra Points promotions. Any applicable special terms and conditions for extra Points promotions will be made available to you at the time of the promotion.
- 5. We may also from time to time vary the rate at which Points are awarded. This will not affect Points already awarded in respect of previous Transactions.
- 6. We strongly advise you to regularly check the content of these Terms.

#### **D. TIERS**

1. All new Members are automatically enrolled in the Programme as Emerald upon profile creation. A Member may be granted a tier upgrade depending on the number of Tier Points earned in any consecutive 12-month period.
2. You will earn 1 Tier Point for every SAR 1 you spend.
3. The number of Tier Points that are required to achieve each tier is as follows:

<b>Tier Level</b>	<b>Tier Points Threshold</b>	<b>Tier Points needed for upgrade or renewal</b>
EMERALD	0 - 9,999	To upgrade to Sapphire, you require 10,000 Tier Points in the last 12 months
SAPPHIRE	10,000 - 29,999	To upgrade to Ruby from Sapphire, you require 20,000 Tier Points in the last 12 months.
RUBY	30,000 +	To maintain Ruby status, you require 30,000 Tier Points in the last 12 months

4. As soon as the Member meets the tier threshold as indicated in the above table, they will immediately be upgraded to the next tier.
5. Tier Points are reset upon upgrade, and any excess Tier Points accumulated in the last 12 months will count towards Tier Points needed for the next tier. For example, you require 10,000 Tier Points to move from Emerald to Sapphire. If you accumulated 12,000 Tier Points you will be upgraded to Sapphire, and you will need a further 18,000 Tier Points to upgrade to Ruby (20,000 Tier Points to upgrade to Ruby minus 2,000 Tier Points).
6. Tier level downgrade will be calculated at the end of the 12<sup>th</sup> month from the date of accruing the points.

#### **E. BENEFITS**

The following benefits are available for MUSE Members. Please note some benefits are only available to Members who have downloaded the Mobile App. Members are advised to review the applicable individual benefit terms and conditions prior to use of such benefit. For any queries related to benefits, please contact the MUSE Concierge on 800 3010010.

Individual benefit terms and conditions are as follows:

**Home Delivery:**

- All Member tiers will receive complimentary delivery service with no minimum spend required.
- Members must confirm their contact number to use the delivery service.
- Incomplete information may result in a cancellation or delay.
- P.O. Boxes are not accepted.
- The delivery service is only valid in Jeddah, Khobar, Dhahran, Dammam & Riyadh. Exclusion areas are listed below.
- Only purchases made at MUSE Participating Stores are eligible for this service.
- If the customer is not available to receive the delivery after the third delivery attempt the items will be returned to the retail store. The Member will be informed via SMS.
- MUSE will only deliver cartons or bags should not weigh more than 15kgs or dimensions not exceeding 0.09m3 (0.60x0.40x0.40m) and therefore this benefit may not be available for certain Member orders.
- MUSE is not responsible for damages incurred during the delivery service and shall not be liable in any way for any damaged products. . Members who receive damaged products are advised to contact the MUSE Concierge.
- This Benefit is offered at MUSE's discretion and may not be available for a Member order or if the Member does not adhere to these Terms and Conditions.
- For any queries, please contact the MUSE Concierge on 800 3010010.

Exclusion Areas	
Jeddah	<ul style="list-style-type: none"> <li>• Bahara</li> <li>• Rabigh</li> <li>• Khulais</li> <li>• Al-Laith</li> <li>• Mastura</li> <li>• Dhahban</li> <li>• Asfan</li> </ul>
Riyadh	<ul style="list-style-type: none"> <li>• Al Uyaynah</li> <li>• Thadiq</li> <li>• Al Muzahimiyah</li> <li>• Dhurma</li> <li>• Howtat Bani Tamim</li> <li>• Al Hariq</li> <li>• Salbukh</li> </ul>
Eastern Regions	<ul style="list-style-type: none"> <li>• Ad Danah – Ras Tanura</li> <li>• Al Faruq – Al Jubail</li> <li>• Al Quds – Al Jubail</li> <li>• Al Ula – Al Jubail</li> <li>• Andalus - Fanateer</li> <li>• Andalus – Ras Tanura</li> </ul>

	<ul style="list-style-type: none"> <li>• Az Zuhur – Ras Tanura</li> <li>• Badr – Dammam</li> <li>• Faiha – Dammam</li> <li>• Fanateer – Al Jubail</li> <li>• Firdaws – Al Jubail</li> <li>• Ghizlan – Ras Tanura</li> <li>• Juaymah – Ras Tanura</li> </ul>
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**Concierge & Replenishment Service:**

- Eligible Members can contact the MUSE concierge and request to order certain products from the Participating Store(s). Terms and conditions may vary depending on the product order and delivery location.
- Orders will be delivered in 1-5 days depending on the location of delivery.
- Deliveries will only be offered for addresses in Jeddah, Riyadh, Dammam, Dhahran, and Khobar within serviced area. The list of excluded districts are mentioned above.
- Payment will be accepted through CCOD or via payment link, and will be communicated at check-out.
- Exchanges or refunds will be accepted in-store only and will be subject to the Participating Store's terms and conditions on refunds and exchanges. MUSE advises to contact brands to learn more about the brand-specific terms and conditions.
- This benefit is offered to all MUSE Members regardless of tier.

**Extended Returns & Exchanges:**

- Original invoice must be presented in-store at the Participating Store.
- Items purchased on Sale or Promotion can neither be exchanged nor refunded
- Unsealed cosmetic or used cannot be exchanged or refunded.
- Earrings cannot be exchanged or returned due to hygienic reasons, even if they haven't been worn.
- Returns will not be accepted if the original packaging has been opened or tampered with.
- Customized products cannot be replaced or returned.
- Returns of defective items are limited to defects not caused by accident, misuse, abuse, modification, attempted repair, negligence after purchase, ordinary wear and tear and/or failure to follow the product's care advice. Terms and conditions may vary depending on the Participating Store.
- Returns that are damaged or soiled may not be accepted.
- Extended Returns & Exchange periods will be as following:
  - Sapphire – tier 2: 2 weeks
  - Ruby – tier 3: 3 weeks
- Refunds will be processed depending on original payment method (cash or card)
- The benefit only extends to purchases completed in-store.
- MUSE advises to contact brands to learn more about the brand-specific terms and condition.

**Complimentary GCC shipping (Ruby Members Only):**

- Member must provide accurate shipping information.

- Incomplete information may result in a cancellation or delay.
- P.O. Boxes are not accepted.
- Delivery fees, duties, and taxes are free for MUSE Members.
- This benefit is available to Ruby Members Only, with no minimum purchase required.
- Member must display their MUSE membership card in the applicable Participating Store to avail of the benefit.
- This benefit is only available in the United Arab Emirates, Qatar, Kingdom of Saudi Arabia, Oman, Kuwait, and Bahrain.
- Only purchases made at MUSE Participating Stores are eligible for this service .
- If the customer is not available to receive the delivery on the first or second attempt, the items will be stored at the Warehouse in the respective country. The customer will be informed via phone call.
- MUSE is not responsible and shall incur no liability for damages incurred during the delivery service. Items will be packaged based on DHL guidelines to prevent any damage before collection. Terms and conditions for damaged or defective products may vary depending on the Participating Store, Members are advised to contact the MUSE Concierge in such an event.
- MUSE reserves the right to decline the acceptance or collection of any items if the above terms and conditions are not followed.
- For any queries, please contact the MUSE Concierge on 800 3010010.

#### **Styling Concierge:**

- Appointment must be requested through the Mobile App 72 hours in advance.
- Appointments will take place via online video call (e.g. Zoom or equivalent platform).
- Appointments will be available for the following stores:
  - Karl Lagerfeld, KSA
  - Michael Kors, KSA
  - Tory Burch, KSA
  - Kenzo, KSA
  - Tryano, UAE
  - Level Shoes, UAE
- Payment may be accepted through payment link, online, cash on delivery, or credit card on delivery. Payment options will be confirmed during the appointment.

#### **10% MUSE Promo Days**

- The Member must provide phone number or display digital card to avail this benefit
- Members must have completed registration on the Mobile App in order to be eligible for this benefit.
- This offer is valid across all products in Participating Stores but excludes concessions at department stores.
- This offer will take place for a maximum of 24 hours unless otherwise stated in MUSE's sole discretion.
- This offer cannot be used in conjunction with any other offer.
- Members will earn points at a 1% rate for all sale items regardless of their tier.

### **Early Access to Sales**

- The Member must provide phone number or display digital card to avail this benefit.
- This offer is valid across all selected products in Participating Stores.
- Early Access to Sales will be as follows:
  - Sapphire – tier 2: 24 Hours\*
  - Ruby – tier 3: 48 Hours\*
  - \*Timings are subject to change in MUSE's sole discretion
- Members will earn points at a 1% rate for all sale items regardless of their tier.

### **Select your Double Point Days**

- Ruby Members can select their desired double point day on the MUSE App under the experience section.
- The MUSE Concierge will confirm the dates within 48 Hours and points will be added retroactively.
- Ruby Members will earn at a 6% rate across Participating Stores. Members will earn a maximum of 2% for purchases made at concessions.
- This benefit excludes VAT, in accordance with applicable laws in the relevant Country of Operation.
- Members must provide a valid MUSE phone number or digital MUSE card to collect bonus points.
- Points will be credited within 7 days.

### **Bonus Birthday Points**

- Date of Birth must be updated on Member's profile via the Mobile App.
- This benefit is valid 15 days prior and 15 days after the Member's birth date.
- Minimum purchase of SAR200 is required at Participating Stores on the final price of a single invoice. The Members can only receive one bonus per brand during promotion.
- Bonus Points will be accredited as follows:
  - Emerald – tier 1: 1000 Bonus Points
  - Sapphire – tier 2: 2000 Bonus Points
  - Ruby – tier 3: 3000 Bonus Points

### **New Collection Preview**

- The Member must provide phone number or display digital card to avail this benefit.
- The Member will receive up to 72-Hour early access to new collections.

### **Surprise & Delight Gifting**

- Members will be gifted on a 'surprise & delight' basis.
- Members will be selected either randomly, or based on tier status, spend, and Participating Stores previously visited.
- Members will be contacted via phone, email or through the MUSE App to collect their gift.
- Gifts can be claimed within a 30 day period.
- Gifts cannot be exchanged for cash or kind.

### **Welcome Promo Code/Voucher**

- The voucher is only available for use online, at the specified E-Commerce website.
- The voucher may be redeemed on the MUSE App under the experience section.
- The voucher is valid for single-use only.
- The voucher may only apply to first-time purchases at the specified brand. This information will be listed on the terms and conditions specific to that voucher redemption.
- Promo Code Values\* will change per tier
  - Emerald – tier 1: SAR 50
  - Sapphire – tier 2: SAR 100
  - Ruby – tier 3: SAR 150
  - \*Values are subject to change and will be listed on the App at the time of redemption
- Voucher validity may vary and will be listed on the App at the time of redemption
- Exclusions and minimum order values may apply.

### **Complimentary E-Commerce Delivery**

- Complimentary delivery with the use of the promo code: "MUSEKSA".
- The promo code is available on the MUSE App.
- The promo code is valid at [www.swarovski.sa](http://www.swarovski.sa), [www.faces.sa](http://www.faces.sa), [sa.loccitane.com](http://sa.loccitane.com), [www.lacoste.com/sa](http://www.lacoste.com/sa), <https://en-saudi.levelshoes.com/>, [https://www.tryano.com/en\\_sa](https://www.tryano.com/en_sa) and must be entered at check-out.
- Delivery areas will be specified on the E-Commerce platform's terms and conditions.

### **Tier Upgrade Gifting**

- One-time complimentary welcome gift on meeting the Tier Points required for Sapphire and Ruby.
- No exchange or refund available.
- Customer must complete the selection and provide delivery location to receive the MUSE box.
- Home delivery is available for serviced areas in Riyadh, Jeddah, Khobar, Damman, and Dhahran. For requests to areas that are not covered by our delivery team, members can select a MUSE store of their choice for pick-up. Non-KSA residents may contact the MUSE concierge to arrange for the delivery of their gift for their next visit to KSA, Kuwait or the UAE.

## **F. REDEEMING POINTS**

1. Members must have downloaded the MUSE App in order to be able to redeem Points as payment.
2. Members have the option to pay via a combination of Points, Cash and Credit Card(s) on one Transaction. Paying via a combination is for the purchase of products only. Experiences can only be purchased in full by Points.

3. Members will only be able to redeem Points after the completion of the refund period as mentioned in section B (Membership). Until the refund period has expired Points earned will be labeled as "Pending Points".
4. In Participating Stores located in your Country of registration, to redeem your Points, you will need to inform sales staff prior to starting your billing Transaction. They will then assist you through the process of validating your membership, recording the redemption amount and checking the Points availability. Upon completion of this process, a receipt will be printed, and the relevant amount will be deducted from your bill.
5. Members will receive a push notification on the MUSE App for any redemption on their account.
6. Points cannot be exchanged for cash. Only the Member themselves can request to redeem points from their account. No person nor entity may request redemption on another person's account.
7. Redeemed Points are non-refundable.
8. We will be continuously developing the Programme in the Countries of Operation listed above to provide the best new and exciting redemption offers from our brands and introduce product or service offers via partnerships with other relevant companies. We reserve the right to add (or if necessary remove) rewards or vary the number of Points required in exchange for rewards at our discretion, at any time.

#### **G. POINTS EXPIRY**

1. Your Points balance is valid for a period of two (2) years from the date they were credited to your account. Your Points will be automatically deleted from your account upon expiry. Details of Points about to expire can be checked in your account section on our Website or by contacting our Call Center in your Country of Operation. You will also receive an email in advance informing you of any Points that are due to expire.
2. Please note that Tier Points will not expire and are only used for the purposes of calculating the relevant tier associated with your account.
3. We strongly advise you to regularly check your Points balance via MUSE Platforms and utilize your Points prior the expiry date.

#### **H. ACCOUNT CLOSURE**

1. You may close your account at any time by contacting our Call Center in your Country of Operations or via email at [support@experience-muse.com](mailto:support@experience-muse.com)
2. We reserve the right to close your account automatically if:

- a. No Points have been collected or redeemed for a continuous period of two (2) years; or
  - b. You are found to have more than one MUSE Loyalty account registered in your name (in accordance with Clause 1 above); or
  - c. As result of our investigations we believe that there has been a breach of these Terms or special promotional terms. In such cases, we reserve the right, without limitation, to refuse to process a claim, to refuse to award Points, to withdraw Points already awarded or to close your account. We also reserve the right to suspend your account while we carry on an investigation into potential misuse or fraud.
3. We will notify you in advance by email of the closing of your account.
4. If you have two different Programme accounts, they can be merged by contacting our Call Center in your Country of Operation or via email at [support@experience-muse.com](mailto:support@experience-muse.com). Please note that you will be required to provide proof of ownership for both accounts prior to merging occurring, along with answers to your verification questions.

#### **I. DURATION**

The Programme will continue until terminated by us and we will endeavor to provide you with reasonable prior written notice of such termination by email. Unredeemed Points will not be redeemable once the Programme has been terminated.

#### **J. INDEMNIFICATION**

You shall defend, indemnify, and hold harmless MUSE and its affiliates, including their employees, officers, directors, agents, suppliers and licensors from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your use of the MUSE Platforms, and subscription to the Programme and any breach by you of these Terms or the use by any other person accessing the MUSE Platforms using your account. MUSE reserves the right, at our own expense, to assume the exclusive control of any matter otherwise subject to indemnification by you hereunder, and such right and indemnification will survive these Terms and your use of the MUSE Platforms and subscription to the Programme.

#### **K. LIMITATION OF LIABILITY**

1. Nothing in these Terms is intended to affect your statutory rights as a consumer.
2. The use of the MUSE Platforms or any of the services or products and subscription to the Programme available thereon is at your own risk, and unless otherwise stated in these Terms, you assume full responsibility and risk of loss resulting from your use of the MUSE Platforms or any of the services or products and subscription to the Programme available thereon.

3. Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall MUSE or any of its affiliates, companies in the countries of operation, employees, directors, officers and employees, directors, officers of its affiliates and companies in the countries of operation, be liable to you or to any other person for any direct, indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the Programme, the use of or inability to use the MUSE Platforms, including, without limitation, damages for loss of profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of MUSE has been advised of or should have known of the possibility of such damages. Subject to the foregoing, in no event will MUSE be liable for any damages in excess of the earned points value of the product in respect to which the claim arose. You hereby release us from any and all obligations, liabilities and claims in excess of this limitation.

#### **L. DISCLAIMER**

The MUSE Platforms are provided by MUSE on an “as is” and “as available” basis. MUSE makes no representations or warranties of any kind, express or implied, as to the operation of the MUSE platforms or the information, content, materials, or products included on the MUSE Platforms. To the full extent permissible by applicable law, MUSE disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, reasonable care and skill or non-infringement. Without limiting the foregoing, MUSE disclaims any and all warranties, express or implied, for any merchandise that may be offered on the MUSE Platforms. You acknowledge, by your use of the MUSE Platforms, that your use of the MUSE Platforms is at your sole risk. This disclaimer constitutes an essential part of these Terms.

#### **M. GENERAL**

1. We reserve the right to modify these Terms in our sole discretion at any time without notice to you. Any modifications of these Terms will be effective once published on the MUSE Platforms. Your continued use of the MUSE Platforms (or any of our other websites) following such change shall signify your agreement to be bound by the modified Terms. Please read the Terms and check back often. If you do not agree to any change to the Terms, then you must immediately stop using the MUSE Platforms.
2. These Terms constitute the whole legal agreement between you and MUSE and govern your use of the MUSE Platforms and all services and products and the Programme available thereon and completely replace any prior agreements between you and MUSE in relation to the same.
3. You acknowledge and agree that the form and nature of the services may change from time to time without prior notice to you and MUSE may stop providing the same (or any features within them) to you or to users.
4. You understand that MUSE grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials and MUSE reserves the right to revoke these exceptions either generally or in specific cases.

5. You understand that you are solely responsible for (and that MUSE has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which MUSE may suffer) of any such breach.
6. If MUSE does not exercise or enforce, or delays in its exercise or enforcement, of any legal right or remedy, this will not be taken to be a formal waiver of MUSE's rights.
7. If any of the provision of these Terms is held to be illegal or unenforceable, the other terms of these Terms shall not be affected and shall remain in full force and effect.
8. These Terms are reproduced in English and Arabic. If there is any inconsistency between the English text and the Arabic text, the English text will prevail.
9. These Terms shall be construed and governed by the laws of the relevant Country of Operation and the competent courts of the relevant Country of Operation where the Programme operates shall have exclusive jurisdiction.

For any information you may need or for any queries, please contact the Call Centre in your Country of Operation, who will be happy to assist.

## **N. COMMUNICATION**

1. Your email address and mobile number are your unique identifiers, which will be used to communicate important information to you about your account, such as your account balance, product information and other information relevant to the Programme that may be of interest to you.
2. Accordingly, if any of your membership details change, please provide an account update via your MUSE App or by contacting a Call Center in your Country of Operation.
3. However, if you do not wish to receive emails or SMS from us, you may inform us using the link at the bottom of any email or SMS you may receive from us. You may also do so through your MUSE App profile. You will, however, still receive transactional messages such as One Time Pin for MUSE App Sign Up, One Time Points redemption, Forget Password and Mobile Number Validation, Upgrade notification, as well as SMS upon successful enrolment at Store.
4. You may also contact our Call Centers. The Call Centers operate from Saturday to Thursday and can be reached as follows:

<b>Country of Operation</b>	<b>Number</b>	<b>Local Operating Hours</b>
UAE	800 888 777 (within UAE) +971 800 888 777 (outside UAE)	10am – 10pm

KUWAIT	2297 9977 +965 2297 9977	(within Kuwait) (outside Kuwait)	9am – 9pm
KSA	800 30 100 10 +966 800 30 100 10	(within KSA) (outside KSA)	9am – 9pm