

# Sabika Gold Terms of Service

## 1. Introduction

These Terms of Service govern your access to and use of the Sabika Gold website, mobile application, customer account, and related services.

By creating an account or using Sabika Gold, you agree to these Terms. If you do not agree, you must not use the service.

Sabika Gold allows eligible customers to buy, hold, sell, and, where available, redeem allocated gold through a digital customer account.

Sabika Gold is not a bank. Sabika Gold does not provide general payment accounts, money transfer services, remittance services, credit facilities, deposit accounts, or investment advice.

## 2. Definitions

In these Terms:

“**Sabika Gold,**” “**we,**” “**us,**” or “**our**” means [Insert legal entity name].

“**Customer,**” “**you,**” or “**your**” means the person who creates or uses a Sabika Gold account.

“**Account**” means your Sabika Gold customer account used to access the service.

“**Available Balance to Buy Gold**” means funds received by Sabika Gold from you or on your behalf that are available only for purchasing gold or for other permitted actions within the Sabika Gold service. It is not a bank account, deposit account, payment wallet, or stored-value account for general spending.

“**Gold Holdings**” means the quantity of gold recorded in your account after completed purchases, subject to these Terms.

“**Purchase Order**” means an instruction submitted by you to buy gold.

“**Sale Order**” means an instruction submitted by you to sell gold.

“**Proceeds**” means the amount due to you after a completed gold sale, less applicable fees, costs, taxes, and deductions.

“**Partner**” means a bank, gold supplier, custodian, payment provider, identity verification provider, logistics provider, or other third-party service provider used by Sabika Gold.

## 3. Eligibility

To use Sabika Gold, you must:

- Be at least the legal age required to enter into binding contracts;
- Have legal capacity to use the service;
- Provide accurate and complete information;
- Pass our identity verification and compliance checks;
- Use the service only for lawful purposes;
- Maintain a bank account in your own name where required for withdrawals.

We may refuse, suspend, restrict, or close your account if you do not meet our eligibility requirements or if we are unable to complete required checks.

## **4. Account Registration**

You must provide accurate information when creating your account and keep your information updated.

You are responsible for:

- Maintaining the confidentiality of your login details;
- All activity under your account;
- Immediately notifying us of unauthorised access;
- Ensuring that your device and email/mobile number are secure.

We may require additional verification before allowing access to certain services, higher transaction limits, sale proceeds, or redemption requests.

## **5. Nature of the Service**

Sabika Gold provides a digital service for buying, holding, selling, and, where available, redeeming gold.

Your account is intended only for activity related to Sabika Gold's gold services. It must not be used for general payments, third-party transfers, cash management, money transmission, or any unlawful purpose.

Funds received by Sabika Gold for your account are intended to be used for buying gold or returned to your verified bank account where permitted. They are not deposits and do not earn interest.

## **6. Buying Gold**

When you submit a Purchase Order, Sabika Gold will show you the relevant gold price, quantity, fees, taxes, and total amount before confirmation.

Gold prices may change frequently. A quote may only be valid for a short period. Your Purchase Order is only binding once accepted and executed by Sabika Gold.

Sabika Gold may reject, delay, or cancel a Purchase Order where:

- The quoted price has expired;
- Payment has not been received or confirmed;
- Identity or compliance checks are incomplete;
- There is suspected fraud, abuse, or market manipulation;
- There is a technical, pricing, or operational error;
- The order would breach applicable law, limits, or internal policy.

## **7. Gold Holdings**

After a completed purchase, the quantity of gold purchased will be reflected in your Gold Holdings.

Sabika Gold may provide account records, transaction history, and periodic statements showing your Gold Holdings.

Gold Holdings may be held through Sabika Gold's arrangements with its partners, including gold suppliers, custodians, vaulting providers, or banks.

Unless expressly stated otherwise in writing, your Gold Holdings do not represent a cash deposit, securities account, fund unit, derivative, or regulated investment product.

## **8. Selling Gold**

You may submit a Sale Order through the app, subject to availability, minimum limits, maximum limits, operating hours, compliance checks, and these Terms.

When you submit a Sale Order, Sabika Gold will show the applicable sell price, quantity, fees, taxes, and estimated proceeds before confirmation.

Sale Orders may be rejected, delayed, or cancelled for the same reasons that apply to Purchase Orders.

After a completed sale, the Proceeds may be:

- Made available for further gold purchases; or
- Transferred to your verified bank account, subject to checks, settlement timing, bank processing, and applicable limits.

Sabika Gold may require sale proceeds to be transferred only to a bank account held in your own name.

## **9. Available Balance to Buy Gold**

Where Sabika Gold receives funds before a gold purchase is completed, those funds may be shown as an Available Balance to Buy Gold.

This balance:

- Can only be used within the Sabika Gold service;
- Is intended for purchasing gold or receiving permitted refunds/proceeds;
- Cannot be used for payments to third parties;
- Cannot be transferred to another customer;
- Does not earn interest;
- Is not a bank deposit;
- Is not a general-purpose wallet;
- May be subject to limits, holds, checks, or refunds to your verified bank account.

Sabika Gold may return unused funds to your verified bank account if required by law, compliance requirements, operational reasons, account closure, or internal policy.

## **10. Fees, Prices, and Taxes**

Sabika Gold may charge fees, commissions, spreads, storage fees, redemption fees, transfer fees, delivery fees, taxes, or other charges.

All applicable charges will be displayed before you confirm a transaction, where required.

Gold prices may include Sabika Gold's margin. The price shown in the app may differ from international spot prices because it may include costs, spreads, taxes, supplier pricing, storage, operational costs, and Sabika Gold's margin.

You are responsible for any taxes, duties, zakat, or other charges applicable to your use of the service.

## **11. Redemption and Physical Delivery**

Where available, Sabika Gold may allow customers to redeem Gold Holdings for physical gold, subject to:

- Minimum redemption quantity;
- Availability of products and denominations;
- Identity and compliance checks;
- Fees, taxes, delivery charges, and fabrication costs;
- Delivery location restrictions;
- Operational timelines;
- Applicable law.

Redemption requests may be delayed, rejected, or cancelled where required for legal, compliance, security, operational, or availability reasons.

## **12. Cancellations, Refunds, and Errors**

Because gold prices move continuously, completed Purchase Orders and Sale Orders are generally final and cannot be cancelled merely because the market price has changed.

Sabika Gold may correct, reverse, cancel, or adjust transactions where there has been:

- A technical error;
- A pricing error;
- A duplicate transaction;
- Fraud or suspected fraud;
- Incorrect account crediting;
- Payment failure or chargeback;
- Breach of these Terms;
- Legal or regulatory requirement.

Refunds, where permitted, will usually be made to the original payment method or your verified bank account.

## **13. Customer Responsibilities**

You agree that you will not:

- Use Sabika Gold for unlawful purposes;
- Use another person's identity or bank account;
- Provide false, inaccurate, or misleading information;
- Attempt to manipulate prices, promotions, referrals, or transactions;
- Use the service for money laundering, terrorist financing, fraud, sanctions evasion, or other illegal activity;
- Transfer or sell your account;
- Interfere with the app, website, systems, or security controls;
- Reverse engineer, scrape, copy, or misuse Sabika Gold technology;
- Use Sabika Gold on behalf of another person without approval.

## **14. Compliance Checks**

Sabika Gold may conduct identity verification, sanctions screening, politically exposed person screening, source of funds checks, transaction monitoring, fraud checks, and other compliance reviews.

We may request additional information or documents at any time, including before processing purchases, sales, withdrawals, refunds, redemptions, or account closure.

If you do not provide requested information, we may suspend, restrict, delay, reject, or close your account.

## **15. Account Restrictions and Closure**

We may suspend, restrict, or close your account where:

- You breach these Terms;
- You fail identity or compliance checks;
- We suspect fraud, money laundering, sanctions exposure, or unlawful activity;

- Required information is missing or inaccurate;
- Your account is inactive;
- We are required to do so by law, regulator, court, partner, or internal policy;
- Continuing to provide the service creates legal, compliance, operational, reputational, or security risk.

Where legally permitted, we may return remaining funds or proceeds to your verified bank account and/or sell or transfer your Gold Holdings in accordance with applicable procedures.

## **16. Promotions and Referrals**

Sabika Gold may offer promotions, bonuses, rewards, or referral campaigns.

Promotions may be subject to separate terms, eligibility criteria, minimum purchase requirements, lock-in periods, limits, expiry dates, and abuse prevention rules.

Sabika Gold may cancel, withhold, reverse, or amend any promotional benefit if we suspect misuse, fake accounts, self-referrals, fraud, or breach of the promotion rules.

## **17. Third-Party Providers**

Sabika Gold may rely on third-party providers, including banks, payment gateways, identity verification providers, gold suppliers, custodians, vaulting providers, logistics providers, and technology providers.

We are not responsible for delays, failures, outages, or errors caused by third parties, banks, payment networks, market disruptions, internet providers, or force majeure events, except where required by law.

## **18. Risk Disclosure**

Gold prices can rise or fall. You may receive less than you paid if you sell your gold after the price has decreased or after fees, spreads, taxes, or charges are applied.

Sabika Gold does not guarantee profit, fixed returns, capital protection, or future gold prices.

Any information provided by Sabika Gold is for general information only and should not be treated as investment, financial, tax, or legal advice.

You are responsible for deciding whether buying or selling gold is suitable for you.

## **19. Service Availability**

We aim to provide reliable service, but we do not guarantee uninterrupted access. The app or website may be unavailable due to maintenance, upgrades, technical issues, cybersecurity events, market disruptions, partner outages, or other reasons.

We may modify, suspend, or discontinue parts of the service at any time.

## **20. Intellectual Property**

All intellectual property in the Sabika Gold brand, app, website, software, design, content, logos, trademarks, and technology belongs to Sabika Gold or its licensors.

You may not copy, reproduce, modify, distribute, sell, or exploit any part of the service without our written permission.

## **21. Privacy**

Your use of Sabika Gold is subject to our Privacy Policy, which explains how we collect, use, disclose, and protect your personal data.

## **22. Limitation of Liability**

To the maximum extent permitted by law, Sabika Gold is not liable for indirect, incidental, special, consequential, or punitive losses, including loss of profit, loss of opportunity, loss of data, loss of goodwill, or market losses.

Nothing in these Terms excludes liability that cannot be excluded under applicable law.

## **23. Indemnity**

You agree to indemnify Sabika Gold, its directors, officers, employees, partners, and service providers against losses, claims, damages, costs, and expenses arising from your breach of these Terms, misuse of the service, unlawful conduct, or inaccurate information.

## **24. Changes to These Terms**

We may update these Terms from time to time. We will notify you of material changes through the app, website, email, or other appropriate channels.

Your continued use of Sabika Gold after changes become effective means you accept the updated Terms.

## **25. Governing Law and Disputes**

These Terms are governed by the laws of the Kingdom of Saudi Arabia, unless another governing law is required by applicable law.

The courts of the Kingdom of Saudi Arabia shall have jurisdiction, unless otherwise required by applicable law.

## **26. Contact Us**

For questions about these Terms, contact:

**Sabika Gold**

Email: [info@sabikagold.com](mailto:info@sabikagold.com)