

Hayyak Terms of Service

Effective Date: 15-July-2025

Last Updated: 15-July-2025

Welcome to **Hayyak Hospitality Co.** (“Hayyak”, “we”, “our”, or “us”). These Terms of Service (“Terms”) govern your access and use of the **Hayyak website, mobile application, and related services** (collectively, the “Platform”).

By registering, accessing, or using the Platform, you agree to these Terms. If you do not agree, you must not use the Platform.

1. Who We Are

Hayyak Hospitality Co., CR [Insert CR Number], based in Riyadh, Kingdom of Saudi Arabia, operates the Hayyak Platform, which connects **guests, hosts, and service providers** for hospitality and accommodation services.

2. Eligibility

- You must be at least **18 years old** and legally able to enter into contracts under Saudi law.
- By registering, you confirm that all information provided is true, accurate, and up to date.

3. User Accounts

- To use certain features, you must create an account with Hayyak.
- You are responsible for maintaining the confidentiality of your login credentials.
- Hayyak is not liable for unauthorized access caused by your failure to protect your account.
- We may suspend or terminate accounts that violate these Terms or applicable law.

4. Services Provided

Through the Platform, users can:

- Browse and book accommodation and hospitality services.
- Register properties as hosts.
- Purchase or request additional services (e.g., cleaning, transport, catering).

Hayyak acts as a **facilitator** between hosts and guests. Unless explicitly stated, Hayyak does not own or operate the listed accommodations.

5. Bookings & Payments

- A booking is confirmed only when payment is successfully processed.
- Payments are securely handled through approved third-party processors.
- Guests authorize Hayyak to collect fees and transfer amounts (minus service fees) to hosts.
- A security deposit may be required, refundable after check-out inspection.
- Guests are responsible for providing valid payment details.

6. Cancellations & Refunds

- **Guests:** Cancellation policies vary per property and are disclosed at the time of booking. Refunds, if applicable, will follow the specific policy selected by the host.
- **Hosts:** Hosts who cancel confirmed bookings may face penalties, including account suspension and compensation to guests.
- Non-refundable bookings, promotional rates, and late cancellations are not eligible for refunds unless required by law.

7. Guest Responsibilities

Guests agree to:

- Provide accurate booking information.
- Respect property rules, check-in/check-out times, and house policies.
- Avoid unlawful, disruptive, or damaging behavior.
- Compensate hosts for any damage caused during their stay.

8. Host Responsibilities

Hosts agree to:

- Provide accurate descriptions, availability, and pricing.
- Maintain properties in a safe, clean, and lawful condition.
- Comply with Saudi Ministry of Tourism regulations, municipal laws, and safety standards.
- Honor confirmed bookings except in force majeure circumstances.

9. Prohibited Uses

You may not use the Platform to:

- Violate Saudi law, Islamic values, or public order.
- Post false, misleading, or fraudulent information.
- Engage in abusive, harmful, or discriminatory behavior.
- Circumvent payments or conduct bookings outside the Platform.

10. Limitation of Liability

- Hayyak is a facilitator and is not responsible for the actions, omissions, or services of hosts, guests, or third parties.
- We do not guarantee uninterrupted access to the Platform.
- To the maximum extent permitted by law, Hayyak disclaims liability for:
 - Indirect or consequential losses
 - Loss of profit, goodwill, or data
 - Issues arising from force majeure events or third-party failures

11. Data Protection & Privacy

Your personal data is processed in line with our **Privacy Policy** and the Saudi **Personal Data Protection Law (PDPL)**. By using the Platform, you consent to such processing.

12. Intellectual Property

- All trademarks, logos, software, and content on the Platform are the property of Hayyak or its licensors.
- Users may not copy, distribute, or modify Platform content without prior written consent.

13. Suspension & Termination

We may suspend or terminate accounts that:

- Breach these Terms.
- Engage in fraudulent or unlawful activity.
- Fail to comply with Saudi law or Hayyak's policies.

Users may also request account deletion in accordance with the Privacy Policy.

14. Governing Law & Dispute Resolution

- These Terms are governed by the laws of the Kingdom of Saudi Arabia.
- Any disputes shall be resolved amicably. If unresolved, disputes shall be referred to the competent courts in Riyadh, unless otherwise required by law.

15. Changes to Terms

Hayyak may amend these Terms at any time. The latest version will always be published on the Platform. Continued use after changes constitutes acceptance.

16. Contact Us

For questions or concerns about these Terms, contact:

Hayyak Hospitality Co.

Riyadh, Kingdom of Saudi Arabia

Email: legal@hayyak.com.sa

