

Privacy Policy

Dear Clients:

Confidentiality of your information is an important issue for Musharaka Capital. Therefore, we are committed to our clients and keen to guarantee the confidentiality of their information. And while information is considered a key element in our ability to provide you with a high-quality service, your trust remains the major drive. Hence, preserving the confidentiality and security of our clients' information and using them in accordance with their wish fall in the forefront of our priorities at Musharaka Capital. On these bases stands our promise to every Client that we shall:

1. Protect any information provided by our clients with the most accurate security and privacy standards.
2. Restrict the quantity of information and their use to the minimum requirement needed to provide you with a high-quality service, including introducing to you our products, services and other opportunities offered to you.
3. Allow only authorized members and highly trained on Client information management to access our client information, noting that any member of our staff who violates this commitment would be subject to legal accountability.
4. Not to disclose any of our client information to any third party unless priory notifying the Client through disclosure details or agreements or obtained an authorization from the Client to do so or such disclosure is required by law.
5. Always maintain monitoring of confidentiality of our client information. However, we may assist in facilitating some reasonable offers for the products and services provided by some prominent companies. Those companies would not be allowed to keep any of our client information unless the Client clearly shows interest in their products and services.
6. Require, whenever we use a third party for support services, that party to comply with our approved privacy standards and allow us to monitor and search their commitment to such standard.
7. Exchange the Client information with reliable reference sources for the purposes of information query, matching and verification.

We try to keep our client's profiles complete, accurate and up to date. And we will inform our clients of how and where to access their account information easily (with exceptions of legally restricted cases), and how to notify us of mistakes so that we can immediately amend them.

We will frequently evaluate ourselves in order to ensure complete compliance with our standards related to the confidentiality of our clients' information. We will practice our activity in such a way that ensure fulfillment of our promise in all communities in which we operate.

Disclaimer:

Please, read these terms and conditions carefully. Accessing this site or any related pages shall be deemed an acknowledgement from your part to comply with all terms and conditions listed below. In case of disagreement to the following terms and conditions, please avoid accessing this site or any related pages.

Musharaka Capital is the sole owner of all copyrights related to pages, screens, materials, and information listed therein as well the style and layout display of the foregoing, unless otherwise is noted.

Use of Materials & Information

Information and materials listed in these pages - as well as the terms, conditions and discretions appeared therein - are subject to change. Maybe not all products and services are available in all geographic areas. The decision of your entitlement to certain products and services is subject to the discretion and final approval of Musharaka Capital. Musharaka Capital Company holds no obligation on investment products, and such products shall not be deemed guaranteed by Musharaka Capital or any other party. Moreover, such products are subject to investment risks including the possibility of losing the invested capital.

No Guarantee

All information and materials listed in this site, including texts, charts links and other clauses, has been provided on "as is" and "as available" basis. Therefore, Musharaka Capital does not guarantee the accuracy, adequacy or completion of such information and materials; and holds no responsibility for any mistakes or shortcomings in the said information and materials. With regard to information and materials listed in this site, Musharaka Capital does not give any form of guarantees whether it is explicit or orderly, including but not limited to guarantees against violations of property or patent rights of others, appropriateness to any particular purpose or control over computer viruses.

Limitation of Liability

In no event shall Musharaka Capital acknowledges its liability for any damages or losses including but not limited to direct or indirect, special, incidental, consequential damages, losses or liabilities in connection with your use of this site or your reliance on or use or inability to use the information, materials, products and services on this site, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmissions, computer virus or line or system failure, even if you have informed Musharaka Capital or its representatives of the possible rise of such damages, losses or expenses.

Your use of hyperlinks on other internet sites shall be done at your own discretion and risk. It is understood and agreed that Musharaka Capital has not verified, checked, monitored or approved the content or accuracy of any such sites, or any opinions expressed therein, or any hyperlinks provided by such sites.

All information provided by Musharaka Capital in this site are owned by Musharaka Capital and shall remain so, with full rights to use any ideas, concepts, or technologies implied in the information provided by the visitors of Musharaka Capital's site through this site for all and any purposes at the sole discretion of Musharaka Capital.

Musharaka Capital does not acknowledge any commitment to maintain confidentiality with respect to the information provided to it through the site, save what might be agreed upon between Musharaka Capital and the party assigned of managing the direct relationship with the information provider, or else explicitly agreed upon, or in compliance with the established system.

Terms and Conditions:

Musharaka Capital shall provide the investment services through Musharaka Capital online and phone services. Access and use of such services shall be subject to the following terms and conditions:

1. Musharaka Capital shall have the right to reject, for whatever reason, any request related to log in or access to Musharaka Capital site as well as any instructions or inquiries which come from the user through the site.
2. Musharaka Capital committed, subject to its own discretion, to execute all instructions and investment transactions requested by the Client online or via phone, provided that such instructions and transactions comply with the system and work procedures of Musharaka Capital, instructions of the concerned authorities and established banking practices.
3. The Client acknowledged its full responsibility for its personal use of Musharaka Capital site in accordance with the established purposes and uses. The Client also acknowledged its responsibility for the execution of investment transactions (online or via the phone) along with any other use performed by its authorized person through the use of access details, user credentials and pass word. The Client further acknowledged to maintain the aforesaid details and not to disclose them to any person, authority or Musharaka Capital employee. Additionally, the Client acknowledged that the pass word shall be deemed as its personal signature irrespective of who uses the service. Musharaka Capital shall not bear any damages, consequences, losses or indemnities resulting from the non-commitment by the Client to any of the aforementioned. The Client shall be responsible for the validity, correctness and regulatory of all transactions performed through using Musharaka Capital services. There may be an annual non-refundable fee shall be collected from the Client in return for subscription, maintenance, use of Musharaka TADAWUL and phone services. The company reserves the right to amend such fees at any time after notifying the Client.
4. The Client acknowledged that Musharaka Capital, its employees and affiliated authorities are not liable for any losses, damages, financial claim caused by the use of the user ID and pass word. The Client commits to immediately notify Musharaka Capital if it becomes aware that the user ID and pass word have become known to others so that the company can take the required action. The Client shall be responsible for all transactions and instructions issued from it until Musharaka Capital receives a written notification of the incident.
5. The Client committed to keep confidential all data, information and transactions related to its account as well as any other data which can be accessed and downloaded or stored from the internet or any computer device. The Client shall be responsible for any unauthorized use and all consequences, losses and damages which may result from such unauthorized use whether such consequences, losses and damages were direct or indirect on the part of Musharaka Capital or the Client.

6. The Client acknowledged that it has no ownership rights in the intellectual and publication rights of the programs and documents related to Musharaka TADAWUL online; and agrees that it shall not allow its users to copy, amend, download or transfer Musharaka TADAWUL online programs to similar electronic devices.
7. Musharaka Capital shall have the right to cancel the aforementioned services at any time and without giving prior notice to the Client. The Client may cancel subscriptions by notifying Musharaka Capital and shall be responsible for the services and transactions executed till the notice date of cancelation acceptance.
8. The Client agreed to authorize Musharaka Capital to send all correspondences and notices related to this service through the e-mail or fax; and committed to take every possible precaution to keep confidential the contents of such correspondences and shall be responsible in the event of any default to this commitment.
9. The Client agreed to authorize Musharaka Capital to record all communication and instructions, including the instructions related to adding other users to the online service, and such voice recording shall be deemed evidence of its content in the event of using the Telephone Service.
10. Musharaka Capital exerts reasonable efforts to ensure the provision and functioning of Musharaka Capital online service and shall be responsible for action and execution in accordance with the user's instructions sent through Musharaka Capital system and actually received by Musharaka Capital. Musharaka Capital shall not bear any responsibility, losses or indemnifications resulting from fault, malfunction or defects in equipment or communication lines that may have an effect on the accuracy of the messages sent by the user or on their arrival time.
11. Musharaka Capital shall not provide any representations or warranties in relation to the quality, swiftness, performance, accuracy or the like and does not guarantee that its site is free of defects or errors. The Client acknowledged disclaiming Musharaka Capital of all issues related to such defects and errors, provided that there is no deliberate breach or negligence from the part of the company.
12. The data and information received by the user from Musharaka Capital or any other service provider shall be deemed reliable and the user shall be provided with such data and information on the basis of exerting possible efforts to ensure the user ease. Yet, such ease is not guaranteed and, consequently, Musharaka Capital shall not be liable for any shortfall, inaccuracy, perfection, availability or arrival time of such data and information or any other decision taken by using such data and information.
13. Musharaka Capital shall not be liable for any computer viruses or problems related to the information provided and arising out of services provided by any of the information providers or resulting from the user PC. Musharaka Capital shall not be liable also for any piracy or fraud actions.
14. Musharaka Capital shall have the right to amend these terms and notify the Client of such amendment/amendments. The Client continuity in using Musharaka Capital site shall be considered as an acceptance of the amendment. The Client may request the amendment of the terms, provided that Musharaka Capital agrees to such request in writing to automatically renew this agreement annually unless the Client submits a request to the company to cancel the agreement.

Disclosure of risks:

(21-1) The Customer acknowledges his / her awareness and knowledge of risks accompanying investment in local and international financial securities, and that any income resulting from them, may increase or decrease. He / she is further aware that, the value of these securities, may decline to be below the level of the original investments, and this may be attributed to the changes that take place in the exchange rates, in case of keeping the financial securities outside the Kingdom.

(21-2) The Customer is aware that, some financial securities which may be the subject of this Agreement, whether partially or wholly, are not guaranteed or covered by insurance, and are vulnerable to risks and loss.

(21-3) The Customer acknowledges that, the Company has made him / her informed and aware of the associated risks of investment in local financial securities, including risks of transfer rates and foreign exchange, and that it is possible for him / her to lose his / her capital.

(21-4) The Customer is aware that some investments may be subject to certain restrictions in terms of duration, possibility of exit, sale and redemption, liquidation, transfer and valuation.

Information Safety:

Musharaka Capital Policy related to Internet Information Confidentiality

You can visit our website (www.musharaka.sa), examine the products and services we offer, read reports issued by Musharaka Capital, get latest news of Musharaka Capital and other valuable services without asking you to provide us with any personal information.

If you provide us with any personal information (such as address, phone or fax number) and any other basic or introductory information about yourself as a Client of Musharaka Capital, then we are committed to not disclose such information, share them with any person, sell or disclose them to external authorities unless you are notified and get your authorization or enforced by law. We will maintain such information as well as your activities and dealings.