

User's Terms and conditions of "Al-Thaqeel" application

These terms and conditions represent a formal agreement “a contract” between Al-Thaqeel App. and the customers using Al-Thaqeel App, which is an electronic platform that allows the process of renting heavy equipment by linking the lessor with the lessee by providing the opportunity to the lessor to offer his commodity “heavy equipment” on the platform and providing the lessee with an opportunity to chooses the desired equipment and then, the lessor delivers it with its driver to the locations predetermined by the lessee.

Undertaking and Warranties

You represent and warrant that you will:

- Comply with all laws and regulations applicable in Kingdom of Saudi Arabia.
- Provide true and accurate information to "Al-Thaqeel" and updates it periodically.
- Review and comply with any notices sent by Al-Thaqeel in connection with your use of the services provided by Al-Thaqeel.
- Agree to the exchange of information between companies within the Platform regarding your transactions carried out and the evaluation of dealings with you.
- Not impede the proper operation of the Al-Thaqeel platform.
- Not attempt to harm the Service or the Platform in any way.
- Not copy or distribute the Platform or other content without written permission from Al-Thaqeel.
- Maintain the password of your account or any identification mien we provide to you allow accessing to your account, securely and confidentially.
- provide us with all evidence of your identity at Al-Thaqeel sole discretion.
- Al-Thaqeel has the right to refuse to provide the service or use the platform without giving reasons.

Liability

- To the fullest extent possible in accordance with the law, Al-Thaqeel expressly disclaims liability of all warranties including but limited to warranties of fitness for a particular purpose, suitability to specific specifications and markets, and the salability of property rights.
- Al-Thaqeel shall not warrant the accuracy, content, or timeliness of the Services or the results that may or may not be obtained by the user of the Services. In no event shall it be liable for direct or indirect damages, penalties, special damages, or incidental or consequential damages (including, without limitation, damages for loss of profits, business interruption, loss of business information or other financial loss) directly or indirectly caused by your access to, use (or failure to use) or reliance on the Services.

- Any offers, advertisements or competitions that have not been announced on the official Al-Thaqeel website or through the affiliated social media, which are managed by Al-Thaqeel, shall not be considered and you have no right to demand Al-Thaqeel to implement them.
- Al-Thaqeel shall not be liable for any fraud committed by means of offers, advertisements or contests held in an unofficial manner under Al-Thaqeel's name.
- The information, recommendations and services or any of them provided to you on or through the Website and the Service are for general information purposes only and do not constitute any advice.
- Al-Thaqeel will maintain, as far as possible, the correctness and up-to-datedness of the Website and the Platform and its contents, but it does not guarantee that the Website or Platform are free from errors, defects, malware and viruses and does not guarantee the correctness, accuracy and up-to-datedness of the Website and Platform.
- Al-Thaqeel shall not bear liability or any damages resulting from the use of (or inability to use) the Website or the Platform, including damages caused by malware or viruses, nor is it liable for the incorrect or incomplete information, the Website or the Platform.
- Full liability for the quality of the services required using the Platform or the Service shall be borne by the lessor who providing you with the rental service.
- Under no circumstances does Al-Thaqeel accept any liability related to the services provided by the lessor or arising out of it, nor does it accept liability for any acts, behavior, conduct, negligence or all of the above on the part of the lessor, and therefore any complaints about the services should be submitted to the lessor.

Pricing and payment method:

- Al-Thaqeel reserves the right to charge new fees for use of the Platform, Service, or both.
- If Al-Thaqeel decides to charge a new fee, you will be informed and you will be allowed to continue or terminate the contract.
- You must pay the value of renting heavy equipment to the service provider in cash or through the approved electronic payment methods as soon as the service is provided to you, with the option of paying during the provision of the service. You are solely responsible for not paying the value of the service upon its end.
- Al-Thaqeel has the right to ban the customer in case of non-payment of due value for the provided service or in case that the leased equipment is not received by the

service provider, knowing that Al-Thaqeel will not remove the ban on the customer until the due service fees are paid.

- The price of rental service is determined on the platform by submitting it through the lessor. The customer's acceptance of the price and selection of service is considered an obligation from him to pay the amount upon completion of the service.

Indemnity:

By agreeing to these User Terms, and by using the Platform or the Service, you agree to hold harmless, Al-Thaqeel, its affiliates, licensees, officers, directors, other users, employees, attorneys and agents and hold them harmless from any claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or related to:

1. Your violation or breach of any provision of these User Terms or any applicable laws or regulations, whether or not referred to in these Terms and Conditions of Use.
2. Your violation of any rights of third parties, including service providers regulated by the Platform.
3. Your use or misuse of the Platform or Service.

Amendment of the Service and Terms of Use:

Al-Thaqeel reserves the right to amend or change these terms and conditions without prior notice, and it is your responsibility as a user of the platform to review the terms and conditions of use periodically to update yourself of the terms and conditions.

Contract term and termination:

- The contract between you and Al-Thaqeel is for an unlimited period.
- You have the right to terminate the contract at any time by permanently deleting the platform installed on your smartphone, thus disabling your use of the platform and the service.
- You can close your user account at any time.
- Al-Thaqeel has the right to terminate the contract with immediate effect at any time (by disabling your use of the Platform and the Service), if you do any of the following: (a) violate or breach any of the User Conditions, (b) if Al-Thaqeel believes that you are abusing the Platform or the Service.
- Al-Thaqeel is not obligated to send a prior notice for terminating contract.

Applicable Law and Dispute Resolution:

Any dispute, claim or controversy arising out of or related to these User Terms and Conditions or any violation thereof, termination, execution, compromising, validity or use of the Site, the Service or the Platform, shall be subject to and construed in accordance with the laws and regulations applicable in the Kingdom of Saudi Arabia.