

## **Terms and conditions of the service provider with "Al-Thaqeel" application**

These terms and conditions represent a formal agreement “a contract” between Khaled Al Bashir Logistics Services Corporation, owner of the “Al-Thaqeel” trademark, and rental brokerage service providers. These terms of service govern your use of the Al Thaqeel application, 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 choose 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 are not a competitor to - "Al-Thaqeel", and you do not offer any product that competes with the services provided by "Al-Thaqeel"
- You have full power and authority to contract and therefore, you will not be in breach of any law or contract.
- You comply with all applicable laws and regulations in the Kingdom of Saudi Arabia.
- You provide true and accurate information to “Althaqeel” and update it periodically.
- You review and comply with any notices sent by “Thaqeel” in connection with your use of the Service provided by the “Thaqeel” application.
- You will not reproduce sublicense or issue, publish, transfer, distribute, perform, offer, sell or re-brand the Althaqeel Services, otherwise you may transfer or commercially exploit the Service, except as permitted under this Contract.
- You will not use the information, content or any data you access or obtain through the “Althaqeel” services for any other purpose except for the agreed use and you will use the Application and the Service exclusively for your own purposes.
- You will use the Service or Application for lawful purposes only, and you will not use the Services to send or store any illegal or fraudulent material.
- You shall comply with the safety standards of the heavy equipment being rented.
- You will not use the Service or Application to cause harm, inconvenience, or harassing to anyone.

- In any way, you will not attempt to harm the Service or the Application.
- You will copy or distribute the Platform or other content without written permission from Al-Thaqeel.
- You maintain the password of your account or any identification mien we provide to you allow accessing to your account, securely and confidentially.
- You 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 :**

- The information, recommendations and services or any of them provided to you on or through the Website, Service and Application are for general information purposes only and do not constitute 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 no 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.
- Al-Thaqeel shall not be liable for any damages resulting from the use of (or inability to use) electronic means of communication with the Website or with the Application, including but not limited to damages resulting from non-delivery of electronic communications, or delays in their delivery; Intercepting or tampering with electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
- The quality of the delivery service required by using the application or the entire service is your responsibility, accordingly, Al-Thaqeel does not bear any responsibility in this aspect, provided that Al-Thaqeel has the right to review your performance and accordingly cancel your service.
- “Al-Thaqeel” under no circumstances accepts any responsibility related to or arising from the delivery services provided by the Service Provider.
- “Al-Thaqeel” does not accept responsibility for any actions, behavior, conduct or omission, or all of the foregoing, on the part of the delivery service provider.

- Any complaints about delivery services submitted by customers should be submitted to Al-Thaqeel directly, provided that Al-Thaqeel does not bear any responsibility in this aspect, and is only a link between the two parties.

### **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.
- “Al-Thaqeel” shall determine the commission rate for the “Al-Thaqeel” and shall be collected from the lessor. The lessor has the right to request not to continue in if the percentage provided by the “Al-Thaqeel” is not appropriate, his continuation after being notified of the new ratio is an explicit approval of the new ratio.
- “Al-Thaqeel” may from time to time change or update the rates and it is your responsibility to remain informed of the new rates.
- You must receive the value of the service from the final customer in cash, and immediately upon providing the service, and you are solely responsible for not receiving the value of the delivery service, and you acknowledge that you will pay to “Al-Thaqeel” the agreed ratio of each transaction you make.
- You acknowledge that you will pay 15% of the total value of the service provided plus the value added tax for the services.
- You acknowledge and agree that you will always be faithful to the value and truth of operations, etc.
- You agree that if any fraud, manipulation, deception or misrepresentation of the service to the customer is discovered, directly or indirectly harming the application, you will be subject to stopping your services and blocking them from the “Al-thaqeel” application, in addition to the right of “Al-thaqeel” to impose an abuse fine of SAR 10,000, in addition to the “Al-thaqeel” right to claim compensation for all damages that have resulted or will result as a result of such fraud, manipulation or misuse.

### **Indemnity:**

By agreeing to these Service Provider Terms, and by using the Application 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 delivery service providers regulated by the application.
3. Your use or misuse of the Platform or Service.

#### **Amendment of the Service and Terms of Use:**

Al-Thaqeel reserves the right, at its sole discretion, to do the following at any time:

- To change the Services or any related materials; and/or stop publishing its services.
- If Al-Thaqeel decides to stop publishing its services, it may, at its own discretion, replace the services with others.

#### **Contract term and termination:**

- The contract between you and Al-Thaqeel shall be for undefined period. You have the right to terminate the contract at any time by permanently deleting the application installed on your smartphone, thereby disabling your use of the Application and the Service. You can close your 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 Application and the Service), if you do any of the following:
  - Violating or breaching any provision of the Service Provider's terms.
  - If Al-Thaqeel believes that you are misusing the Application or 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.