

## **Transportr's General Terms and Conditions for the Customer**

This Customer Service Agreement (**Agreement**) outlines the terms and conditions upon which Transportr Ltd (hereinafter "**Transportr**", "us", "our" or "we") will provide Services to the customer (hereinafter "**Customer C**" or "you") which will govern the use of the Platform. This Agreement comes into effect once you accept the terms and conditions through our Platform and/or open an Account on the Platform.

Hereinafter each one Transportr and Customer may individually be referred to as a "party" collectively as the "parties".

### **Preamble**

(a) Transportr provides electronic services via a technology platform in order to assist and facilitate the introduction of customers requiring domestic and international freight delivery services to potential suppliers. The purpose of the platform will enable customers and suppliers to enter into contracts for such services.

(b) Customer has Goods that it wishes to transport and will use the Platform to request a Supplier Bid for Transportation Services.

### **1. Definitions**

**Account** means the online account that the Customer will open on the Platform to submit a request for Transportation Services to the respective Supplier.

**Contract** means the separate contract which will be formed when the Supplier and the Customer mutually agree on the Supplier's Bid through the Platform for the Transportation Services they wish to accept and execute.

**Completed Services** are all concluded Transportation Services for which the Supplier has duly submitted the Confirmation of Delivery onto the Platform and such Confirmation of Delivery is accepted by Customer.

**Confirmation of Delivery** is when the Supplier has completed the Transportation Services and in support of such, submits onto the Platform, the confirmation of delivery of Goods along with any other requested supporting documents including but not limited to a Proof of Delivery ("POD").

**Customer**- means your duly licensed and operational company, which expression includes your employees and agents or subcontractors.

**Customer Service Agreement** is this agreement which Transportr may update the terms of from time to time and will notify you via the Platform.

The contractual relationship between you and Transportr will continue to exist under updated terms and conditions, unless you raise an objection to the change within a week from receiving the notification.

**Goods** are any legal specification of merchandise or material, as listed on the Platform, that the Customer desires to transport by using the Transportation Services.

**Effective Date** means the date Transportr sends the activation confirmation to the Customer to confirm registration of the Platform.

**Platform** means the electronic network or technology platform provided by Transportr and available through an application and at the internet

URL <https://transportr.com/Terms&conditions-shipper.pdf> offering a secure digital meeting place for the Customer and the Supplier to conduct business.

**Restricted Material** means all illegal and/or unauthorized material including but not limited to weapons, explosives, infectious substances, perishable goods etc.

**Services** are all the electronic services provided by Transportr by means of information and communication tools, to you, through the Platform.

**Supplier's Terms of Service** are the Supplier's terms and conditions which will govern all the Transportation Services provided by the Supplier, and which are incorporated in the Supplier's Bid or provided or notified by the Supplier to the Customer through the Platform.

**Supplier** is the registered third party that will be make available the Transportation Services through the Platform, for your demand.

**Supplier Bid** means the rates provided by the Supplier to the Customer for Transportation Services via the Platform, in addition to the Supplier's Terms of Service which will govern the Transportation Services provided by the Supplier.

**Supplier's Fee** is the payment Transportr will receive for all Completed Services, which will include service charges for the Transportation Services in addition to other extra charges incurred by the Supplier or Transportr (whichever applicable) during the provision of the Transportation Services, including but not limited to, cancellation charges, border charges, waiting time and any other agreed charges with the Customer as further described under the Supplier's Terms of Service.

**Territory** means the United Arab Emirates.

**Transportation Services** are the transportation services provided by the Supplier to you, through the Platform. It includes all operational services performed by the Vehicles and all loading, unloading and handling of goods.

**Trademark** means any word, name, logo, symbol, design or any combination thereof affixed with

Transportr Ltd which shall remain the sole property of Transportr and will under no circumstances be adopted by the Consumer. **Transportr** is our duly registered limited liability company.

**Vehicles** means the transportation trucks, heavy goods vehicles, lorries, machinery etc. which are in a good operating condition, capable of performing the functions for which they are designed.

## **2. FREIGHT SERVICES**

2.1. Where Transportr receive via the Platform a request from a Customer in relation to freight transportation services and Customer selects the Supplier to provide such Transportation Services based on the Supplier's Bid, the Parties agree and acknowledge that a separate Contract shall be formed between the Supplier and the Customer for each accepted transaction. Each Contract will incorporate the Supplier's Terms of Service which will govern the Transportation Services initiated or requested through the Platform. The Supplier shall place bids on the Platform for the Transportation Services in response to the Customer's request, and the Customer will have the right to select the bid to retain the respective Transportation Services.

## **3. PLATFORM SERVICES**

### **3.1. Access to Platform**

3.1.1. Customer will have access to the Platform by registering and maintaining an online Account by inserting its correct and accurate details required on the Platform. Customer shall be liable for all use of its Account and shall immediately inform Transportr if it suspects that its Account has been hacked or is being misused by a third party.

3.1.2. The Customer undertakes to use the Platform and Account within the field of use as provided under this Agreement. The Customer undertakes not to, nor permit, cause, or authorize any other person or entity to re-engineer, reverse engineer, decompile, create or re-create the software of the Platform. Transportr owns all technology developed by or on its behalf. Customer further agrees that it will not engage in the use of Restricted Material.

3.1.3. The Platform may be updated or modified by Transportr at its discretion from time to time. The Platform information layout or any other data pertaining to the use of the Platform are subject to change without notice.

### **3.2. Registration on The Platform**

3.2.1. The proper registration and checking by the Customer of an activated Account on the Platform shall be a mandatory requirement and condition for the use of the Platform.

3.2.2. To register, the Customer must fill in the registration form made available by Transportr and send it to Transportr, a copy of the registration form will be provided to the Customer prior to signing this Agreement.

3.2.3. The Customer shall specify the data truthfully and in full on the registration form. The Customer must notify Transportr of any changes.

3.2.4. Transportr will confirm receipt of the Customer's form by sending a registration confirmation via email. The registration confirmation shall solely constitute confirmation to the Customer on receipt of the registration form. Should Transportr accept the Customer's registration, Transportr will send an activation confirmation to the Customer.

3.2.5. The Customer shall choose a secure password after the successful activation of its Account. The Customer undertakes to keep secret its password and any other access details relating to the use of the Platform and to carefully secure access to its Account.

3.2.6. The Account may not be transferred to a third party without the explicit consent of Transportr.

### **3.3 Use of The Platform Functionalities**

3.3.1. Transportr shall provide the Customer with functions and tools on the Platform to permit it to place requests for Supplier Bids, to conclude Contracts and for all communication regarding the Transportation Services (e.g. communication of arrival times).

3.3.2. The Customer shall only use the functions and tools provided by the Platform for the aforesaid communication, unless another form of communication is explicitly indicated herein or unless it is technically impossible to do so.

### **3.4. Conclusion of The Contract**

3.4.1. The Supplier is under no obligation to place an offer, or a Supplier's Bid for any transaction or service requested by Customer or by Transportr on the Platform. The Supplier may place a Supplier Bid on the Platform at its entire discretion.

3.4.2. Customer is under no obligation to request or to accept a Supplier Bid. Customer is free to accept or reject any Supplier Bid, at its entire discretion.

3.4.3. The Supplier's Terms of Service, strictly as provided by the Supplier, will be presented to the Customers for each transaction they accept via the Platform. For the avoidance of doubt, each Transportation Service or transaction the Customer and the Supplier confirm and accept forms a separate Contract which govern that transaction or Transportation Service, in addition to the terms under this Agreement. The Supplier's Terms of Service shall be incorporated in all the Contracts.

3.4.4. Transportr may advise the Customer which Supplier it should choose, based on any factors Transportr considers to be relevant.

### **3.5. License**

3.5.1. Transportr grants the Customer a non-exclusive license, restricted to the term of this Agreement, to personally use the Platform web frontend and related mobile applications and to use the API interface (including all updates, upgrades, new versions and replacement software) in accordance with the relevant applicable license documentation. Upon request, Transportr provides the Customer with the license documentation. The Customer shall not lease, confer or provide in any other way the above rights of use to a third party.

3.5.2 The Customer shall not be entitled without explicit prior written consent to use, exploit or modify the "Transportr" trademark (words and image).

3.5.3. The Customer itself shall be responsible for archiving on its own storage medium the information which can be viewed on the Platform that the Supplier requires for the purposes of performing the Contract, securing evidence, accounting, etc. The Customer agrees that Transportr may save any information shown on the Platform but is not obliged to do so.

### **3.6. System Integrity**

36.1. The Customer shall be prohibited from using mechanisms, software or other scripts in conjunction with the use of the Platform that may negatively impact or disrupt the functions of the Platform.

3.6.2. The Customer shall be prohibited from taking measures that may result in an

unreasonable or excessive load on the Platform, or on the technical infrastructure associated with it.

3.6.3. The Customer shall be prohibited from blocking the content generated by the Platform, overwriting it, modifying it or tampering with it in any other way which may have an adverse effect on the content or functions of the Platform.

3.6.4. Except as permitted under this Agreement, the content stored on the Platform may not be copied nor distributed, nor used or reproduced in any other way without the prior consent of the legal owner. This shall also apply to copying using "robot/crawler" search engine technologies or using other automated mechanisms.

## **4. Transportr's obligations**

4.1. Throughout the Term of this Agreement Transportr warrants that it shall;

4.1.1. provide access details to the Customer in order to use the Platform in accordance with Clause 3 of this Agreement.

4.1.2. ensure the Customer has access to the Supplier's Terms of Service via the Platform to sign or accept before participating in Transportation Services. The Supplier is entitled to refuse the provision of any Transportation Services to the Customer, in the event the Customer fails to sign the Contract even if a Supplier Bid has been accepted.

4.1.3. upon execution of the Contract provide the Customer with a copy of the Contract for its own records, or a copy of the Customer's acceptance of the Supplier's Bid, through the Platform.

4.1.4. provide the Platform with reasonable care, skill and diligence in accordance with best practice in Transportr's industry, profession or trade; and that the Platform will be free from inherent defects or failures and fit for purpose as intended by this Agreement.

4.1.5. it possesses all requisite certificates, licenses, authorizations and permits to enable it to provide the Platform and grant the license to the Customer to use it.

4.1.6. its personnel have the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, supplying the Platform.

4.1.7. ensure that the content and usage of the Platform is accurate and provides safe access to the Customer.

4.1.8 that the listed Suppliers on the Platform are lawfully authorized to conduct business in the Territory and that the Transportation Services and Vehicles provided by the Supplier on the Platform, conforms with the applicable industry standards and that the Supplier carries all relevant licenses and permits.

4.1.9 raise and issue invoices to the Customer via the Platform in accordance with the agreed payment terms below.

## **5. Customer Obligations**

5.1 Throughout the Term of this Agreement the Customer warrants that it shall;

5.2 ensure the full payment of the Supplier's Fee is payable to Transportr in accordance with clause 6 of this Agreement;

5.3 comply with all its obligations set out in this clause 5 of Agreement;

5.4 pay all invoices which are uploaded onto the Platform in accordance with 6.3 of this Agreement.

5.5 not unreasonably withhold or delay accepting the Completed Services on the Platform.

## **6. Prices & Payment**

6.1 The customer shall pay the Supplier's Fee for all Completed Services at the rates agreed mutually between the Supplier and the Customer in the Supplier's Bid through the Platform, which will be paid to Transportr by the Customer through the Platform according to the invoicing and payment terms specified below in this Agreement.

6.2 The Customer shall receive tax invoices on a weekly basis through the Platform from Transportr, for all Completed Services. Each invoice will be payable within forty-five (45) days from the date of the invoice. All payments will be made in UAE dirhams by direct bank transfer into Transportr's account.

6.3 If there is any discrepancy or dispute relating to the invoice the Customer should notify Transportr in writing of the dispute within five (5) days from the date of invoice.

6.4 All rates, fees and/or payments referred to on the Platform are exclusive of direct, indirect, local, sales tax, goods and/or services tax, and value-added tax (VAT), and any other fee imposed by any government or other authority, as may be applicable to the Transportation Services from time to time.

6.5 Any VAT, sales and/or services tax, or other tax imposed in accordance with the respective tax law, or other applicable law or regulation will be charged to the Customer at the prevailing rate, and will be paid by the Customer to Transportr in addition to the Supplier's Fee in accordance with the payment terms under the Agreement.

6.6 Transportr will issue a valid tax invoice and/or other relevant documents to the Customer according to local tax regulations. All payments by the Customer for the Transportation Services will be made free and clear of, and without reduction for, any withholding tax. In the event withholding tax is deductible by law, then the Customer will notify Transportr prior to deducting withholding taxes and will provide Transportr, within thirty (30) days, official receipts issued by the taxing authority or such other evidence reasonably requested by Transportr to establish payment of such taxes.

6.7 Each party shall be solely responsible for their own taxes including payment and own filing obligations in accordance with the local Laws related to the income under the Agreement, without any liability to the other party.

6.8 Customer will be responsible for payment of any custom duties applicable on the shipments ("Custom Duties"), and/or import VAT applicable on cost of Goods, including insurance, freight, incidental charges related to transportation, and on Custom Duties ("Import VAT"). In the event the Supplier or Transportr pays, on behalf of the Customer, any Custom Duties and/or Import VAT, then Customer will be responsible to reimburse the Supplier or Transportr (whichever applicable) for such Custom Duties and/or Import VAT within seven (7) days from the date of receipt by Customer of the Supplier's or Transportr invoice (whichever is applicable) for such payments. This clause will also apply shipments returned to the Customer for any reason (undeliverable or not accepted by consignee).

## **7. Liability and Indemnity**

7.1 Transportr has taken care to ensure that the content and usage of the Platform is accurate and

provides safe access to the user, however, Transportr is not liable for any direct, indirect, special, incidental, consequential or punitive damage or for any loss of profits, loss of revenue or opportunities whatsoever, resulting from any claim suffered by Customer through any downtime, malfunction, unlawful access, piracy, or theft of data, computer viruses or destructive code, or interruption or any other technical failure of the site, online services or databases. However, in case of failure to fulfill contractual obligations directly attributable to Transportr, then we shall only be liable to direct actual damage, which shall in no event exceed AED 10,000 per case.

7.2 Transportr will have no liability in relation to the Transportation Services provided by the Supplier to the Customer, except as expressly provided otherwise in this Agreement.

7.3 The Customer undertakes to irrevocably hold harmless and indemnify Transportr and each of its respective employees, directors, agents, successors and assignees from any claims, legal actions, complaints, demands for any costs, fees, payments fines, liabilities, expenses (including attorney fees) (i) arising in connection with this Agreement or use of the Platform and (ii) for any breach of the payment obligations under clause 6 of this Agreement.

## **8. Term and Termination**

8.1 The Agreement shall be effective from the Effective Date and shall continue until either party terminates in accordance with this Agreement.

8.2 Either Party may terminate this Agreement for the following reasons:

- a) With cause at any time upon thirty (30) days prior written notice to the other Party;
- b) Immediately, without notice, for the other Party's material breach of any of the terms and conditions of this Agreement; and
- c) Immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

8.3 Notwithstanding the above, Transportr reserves the right in its sole discretion to cease or suspend providing all or any part of the Platform immediately without any notice to the Customer if: (a) you breach, or threaten or intent to breach, the terms of this Agreement (b) Transportr is required

to do so under any applicable law, rule or regulation, (c) if the Suppliers terminate its business relationship with Transportr which results in Transportr not being able to fulfill its obligations under this Agreement (d) continuing to provide Services under this Agreement could create a security risk or material technical or economic burden as determined by Transportr in its sole discretion.

8.4 Transportr maintains the right to terminate the Customer's Account at any time.

8.6 The Customer may stop using the Platform at any time by deactivating their online Account.

## **8.7 Consequences of Termination**

8.7.1 Termination of this Agreement shall not affect the rights and obligations of the Customer and the Supplier under the Contract and Supplier Terms of Services which shall continue in full force and effect until either (i) Transportation Services have been completed and/ or (ii) expiry or termination of the Contract and Supplier Terms of Services.

## **9. Data Privacy Consent**

9.1 In order to administer the Platform and implement this Agreement, Transportr may electronically or otherwise, document and process any and all professional data, including but not limited to the Customer's details, the name or location of the Customer's requests where they require the Transportation Services, the identification number, names, telephone numbers of the Consumer's personnel demanding the Vehicles and Transportation Services etc. ("Relevant Information"). By entering into this Agreement, the Customer:

- a) Authorizes Transportr to collect, store, process, register and transfer the Relevant Information to the Supplier;
- b) Authorizes Transportr to store and transmit the Relevant Information in electronic or other form for the purposes of entering into a Contract, providing a Supplier Bid and providing Transportation Services;
- C) shall have access to, and the right to change, the Relevant Information, and such information will be updated on the Platform and only be used in accordance with applicable laws.

9.2 Transportr shall process personal data only if and to the extent necessary to fulfill the purpose of the Agreement. In doing so, Transportr warrants

that it shall comply with applicable data protection law including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.

## **10. General Provisions**

### **10.1 No-Circumvention and No-Solicitation**

Customer acknowledges that Transportr has invested significant time and money to recruit and retain its employees and develop valuable business connections and continuing relationships with existing and prospective clients and suppliers. Accordingly, the Customer hereby irrevocably agrees not to directly or indirectly circumvent, avoid, bypass solicit, hire or attempt to hire, induce or encourage any employee or supplier of Transportr. Nor will the Customer circumvent and or solicit business from, attempt to transact or transact business with any existing or prospective supplier of Transportr from the date of the activation of the Account and until 24 months after the de-activation of the Account.

### **10.2 Confidentiality**

Transportr and Customer, each undertake to respect and protect the confidentiality of all information with the exception of the Relevant Information, acquired as a result of or pursuant to this Agreement and/or the use of the Platform and will not, disclose any such information to a third party, unless it is required to do so by any applicable law or regulation.

### **10.3 Force Majeure**

In no event shall Transportr be responsible or liable for any failure or delay in relation to its Services, resulting from unusual and unforeseeable events beyond its reasonable control, including, without limitation, acts of God, natural disasters, terrorist acts, shortage of supply, unforeseeable breakdowns or malfunctions of the technical or digital system, computer viruses, power failures, loss of data due to mechanical difficulties, with information storage or retrieval systems, war or civil unrest.

### **10.4 Entire Agreement**

The preamble to this Agreement forms an integral part thereof and shall be read in conjunction with it. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral negotiations, representations, agreements, commitments, contracts or understandings with respect thereto.

### **10.5 Assignment**

The Customer may not assign its rights and or obligations under this Agreement to any third party or let any third party use its registered Account.

### **10.6 Severability**

Any provision or part of this Agreement, which is prohibited, or which is held to be void, unenforceable, illegal or invalid, shall not in any way affect the enforceability of the remaining provisions hereof.

### **10.7 Authority to Execute**

The Customer has the power and authority to enter into this Agreement, and to accept these terms and to exercise its rights and perform its obligations under the Agreement. It has taken all necessary actions to authorize the execution, implementation and performance of the Agreement.

## **11. Governing Law and Dispute Resolution**

11.1 This Agreement shall be interpreted, governed and construed by and in accordance with the laws of Abu Dhabi and the Federal laws of the United Arab Emirates.

11.2 Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising therefrom or related thereto in any manner whatsoever, shall be settled exclusively through the Abu Dhabi Courts.