Terms and Conditions Agreement

Please read these Terms of Service carefully as they contain important information regarding your legal rights, remedies, and obligations. By agreeing to the terms and conditions agreement, you agree to be bound by the internal policies of EJARO. *For the full version of the T&C <u>click here</u>.

INTRODUCTION

EJARO, for and on behalf of its subsidiaries ("EJARO", "we", or "us"), provides an online car rental service that connects vehicle owners referred to as ("Host","you","vehicle owner") with users referred to as ("Guests","Driver","you","user"). who seek to book and use vehicles. EJARO is accessible online at <u>www.ejaro.com</u> and/or the <u>mobile application</u>.

EJARO's Rights & Responsibilities

EJARO is a platform for car renting. By accessing or using the Services, including communicating with us or other EJARO users, you agree to comply with, and be legally bound by, the privacy provisions and Terms of Service whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and EJARO.

Entire Agreement

This Agreement, together with all amendments, documents referenced in this Agreement, and any other legal notices and agreements published by EJARO via the Service, shall constitute the entire agreement between you and EJARO concerning the Service. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

Modification

We reserve the right, at our sole discretion, to modify our Services or these Terms at any time. In the event we update or make any new modification on our Services, a notice will be sent automatically. If the modified Terms are not acceptable to you it is your responsibility to stop using and accessing the Services and close your EJARO account within 30 days from the date of modification.

Violations

If we believe you are abusing EJARO, our users, or employees in any way or violating any term(s) of this Agreement, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your EJARO Account(s) and access to our Services, remove hosted content, deny a claim for coverage, remove and / or demote your listings.

Investigations

We have the right but not the obligation to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by governing law. We may also access, preserve, and disclose any of your information if we are permitted or required to do so by law.

GENERAL TERMS

Eligibility

Our Services are intended solely for persons who are 21 years of age or older. Any use of the Services by anyone under 21 years of age is expressly prohibited.

Registration

To access certain features of the Services, you must sign up for an account with us by setting up an 'EJARO Account', by either providing us your email address and creating a password or connecting through an account with a third-party site or service <u>(including Facebook and Google).</u>

Personal Information Verification

You authorise EJARO or a third party of Ejaro's choosing to verify the personal information you provide us with and to conduct an investigation into your driving history. This includes, but is not limited to, allowing EJARO—itself or through a third party— your driving history, driving record, and / or driving abstract from you or from third parties, including governmental / regulatory agencies *EJARO may accept or reject your application to become an Approved guest in its sole and absolute discretion.

Verification

When you list a vehicle, you provide us with certain information about yourself to enable us to verify your identity in order to become an "Approved host". You promise to provide complete and accurate information to EJARO about yourself and your vehicle(s). *EJARO may accept or reject your application to become an Approved host in its sole and absolute discretion.

Information Updates

You promise to update the information you have provided to EJARO in the event of any changes to your car record, contact information, or background.

Accountability

You are solely responsible for all of the activity that occurs through your EJARO Account, so please keep your password and EJARO Account information secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your EJARO Account, whether or not you have authorised such activities or actions. You will immediately notify EJARO of any actual or suspected unauthorised use of your EJARO Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your EJARO Account after you have reported unauthorised access to us.

In connection with your use of or access to the Services you agree that you will not advocate, encourage, request, or assist any third party to:

- Violate any law or regulation
- Dilute, tarnish, or otherwise harm the EJARO brand in any way
- Provide or submit any false information
- Fail to honour your commitments to pay any fees related to EJARO's provision of the Services
- Harm or threaten to harm users of our community
- Use the Services for your own unrelated purposes other than use of the Services

Collection of Fees

When you provide us with a payment method, you authorise EJARO and third-party service providers acting on EJARO's behalf to use stored payment credentials for the fees we charge for using our Services and other cost structures that can be found in <u>payment</u> <u>policy</u>.

Communications with You

In order to contact you more efficiently, you agree that we may at times contact you using autodialed or prerecorded message calls or text messages on your mobile number(s). We may place such calls or texts primarily but not limited to confirm your signup. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these services. You authorise EJARO and its partners, without further notice or warning and in our sole discretion, to monitor or record telephone conversations with EJARO or its agents for quality control and training purposes.

*We will not share your phone number(s) with third parties for their own purposes without your consent.

Insurance

The applicable law regarding insurance policies is the sole set of laws of the Kingdom of Saudi Arabia AND the internal <u>insurance</u> <u>policy</u>.

Termination

You may discontinue your use of the Services at any time and EJARO may terminate your access to the Services and remove any listings for any or no reason. Termination of access to the Services will not relieve a Party from any obligations you incurred prior to the termination and EJARO may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers or legal disputes provisions under the Agreement and / or any fees due, and all of those terms will survive any termination of the Agreement.

OTHER LEGAL MATTERS

Subject to applicable law, the Parties agree that any claim or dispute between us relating in any way to or arising out of this or previous versions of these Terms and Conditions will be resolved in accordance with these provisions.

Resolution of Disputes

In the event of a dispute between the Parties, we aim to provide both Parties with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, EJARO has the right as see fit to resolve the disputes through; alternative dispute resolution such as mediation and arbitration and seek to litigation if necessary. You agree to submit to the personal jurisdiction of the courts located within the Kingdom of Saudi Arabia for the purpose of litigating all such claims or disputes.

*EJARO has the exclusive right to chose the jurisdiction and venue for actions related to the subject matter.

Intellectual Property Rights

This Agreement does not transfer to you any intellectual property owned by EJARO or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with EJARO. All trademarks, service marks, graphics and logos used in connection with our Mobile Application or Website, are trademarks or registered trademarks of EJARO or its licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third-parties. Your use of our Services grants you no right or license to reproduce or otherwise use any EJARO or third-party trademarks.

Disclaimer

EJARO PROVIDES SERVICES THAT ENABLE THE SHARING OF VEHICLES BETWEEN HOSTS AND GUESTS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, EJARO DOES NOT ITSELF PROVIDE VEHICLE SHARING OR

RENTAL SERVICES AND/OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE MANUFACTURER OF THE VEHICLE OR ANY OPTIONAL EXTRAS, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS). THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, EJARO EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EJARO makes no warranty that the Services, including, but not limited to, the listing and/or any vehicle or optional Extra, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. EJARO makes no warranty regarding the quality of any listings, vehicles, hosts, guests, Extras, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from EJARO, or its service providers or through the Services or content, will create any warranty not expressly made herein.

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