

Terms and Conditions

You agree that these terms and conditions constitute an agreement between you and Sila Development Company Limited, (“Shift,” “Shift inc.,” “we,” or “us”), the owner and operator of goshift.me, and other related Apps, applications, mobile applications and services provided by Shift inc. which these Terms and Conditions are provided (the “App”). These Terms and Conditions (the “Terms and Conditions”), together with our Privacy Policy incorporated herein, (collectively, this “Agreement”) govern your use of the services defined hereunder.

If you choose to book a vehicle for rent via an automated car rental process, you agree that a rental agreement is entered into between you and Shift inc. automatically through the App (the “Rental Agreement”), which complements these Terms and Conditions and our Privacy Policy. You are required to abide by the applicable Terms and Conditions and Privacy Policy at all times.

1. Key Definitions

“Terms and Conditions”, “Privacy Policy”, “Agreement” and “App” shall have the meanings provided above.

“Rental Agreement” shall have the meaning provided above and is incorporated into these Terms and Conditions as Appendix (1).

“Services” shall have the meanings provided below.

"User" means a person who accesses or uses Shift inc. App and/or Services.

"Content" means any text, graphics, images, photos, audio, video, software, location data, layouts, user interfaces, logo designs, sounds, music, artwork, computer code, and all other forms of data or communication without limitation, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, that are made available in or through the App and/or Services.

"User-Generated Content" means any Content that a User posts, uploads, publishes, submits or transmits through or in relation to the App and/or Services,

including but not limited to all Personal Information, insurance information, or Content provided in direct response to your questions or postings.

"Shift inc. Content" means all Content that Shift inc. makes available through the App and/or Services, including any Content licensed from a third-party, but excluding User-Generated Content.

2. Services

The services provided by Shift inc. enable you to use the App to search, select and book a vehicle for rent either via an automated or classical car rental process. You will sign a Rental Agreement, receive notifications, use the App to activate and return the vehicle, rate the Services, as well as encounter other features that we may introduce from time to time (the "Services").

In addition, Shift inc. has the sole discretion to modify, add new features, substitute new services for existing Services, discontinue, suspend or terminate any existing App and/or Services, at any time, for any reason or without reason, and without providing any notice to you. Shift inc. shall not be liable for any suspension or discontinuation of any of the App and/or Services, and any new services will be governed by this Agreement.

Instructions on Activating Automated Car Rentals

- a) Once you have chosen date, time, and locations of your pick-up and drop-off zones, a car selection screen will appear with the pricing depending on the number of days you select.
- b) You will select your add-ons such as additional drivers, international permit paper, etc., which will be verified by Shift inc. after a booking is made.
- c) You will proceed to payment in accordance with our payment terms.
- d) Your booking confirmation will be displayed in the App, and you will receive the booking confirmation via SMS and email.
- e) You will receive a notification prior to your scheduled booking time, and you will be required to take a selfie photo from your mobile device. The photo will need to be taken directly from the camera and must not be uploaded.
- f) Shift's fleet management will verify your selfie photo against your ID and will accordingly verify your booking.

- g) "pick-up car" button will be enabled in the App, and the location of the vehicle will be shown in the map so that you can reach your vehicle for pick-up. You will be shown one photo of your vehicle. Location of the vehicle will be received and displayed using IOT device.
- h) You will scan the "QR Code" on the front glass of the vehicle to make sure that you are facing the correct vehicle.
- i) The App will show you the upper visual photo of the vehicle with (6) sections to allow you to press each part and take a photo of the vehicle to the same section.
- j) You will be required to accept these Terms and Conditions and the Privacy Policy by confirming your agreement to it.
- k) You will be requested to enter in the required field in the App from the SMS code sent to your mobile device.
- l) The App will integrate with IOT device to open the vehicle and the Rental Agreement will be activated.
- m) A message will be shown to you with instructions indicating the location of the key inside the vehicle's glove compartment.

Instructions on Returning Automated Car Rentals

- a) A Rental Agreement closure button will be enabled so that you can click on it.
- b) Once you reach one of the drop-off zones, which will be verified from the IOT device, the App will allow you to move to the next step within the process. If you were not within the designated drop-off zones, the App will guide you to the zoned areas.
- c) You will be shown the same screen for the same (6) sections of the vehicle, and you will be required to take the (6) photos of the vehicle.
- d) You will be required to acknowledge that you left the key inside the vehicle's drawer and closed the doors.
- e) A message that the doors will be closed will appear, and the App will send a message to the IOT device to close the vehicle.
- f) You will be required to acknowledge that the vehicle is closed.

3. Eligibility

You must be the minimum legal driving age in your jurisdiction to create an account with us and use the App and/or Services to rent a vehicle at any time. **THOSE UNDER THE MINIMUM DRIVING AGE MAY NOT USE THE APP**

AND/OR SERVICES. If you do not qualify under these Terms and Conditions, you must not use the App and/or Services. By using the App and/or Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and Conditions.

4. User Accounts

You acknowledge and agree that in order to be able to use the App and/or Services, you must register an account with Shift inc. by entering a valid username and a password. You must enter a valid phone number so that Shift inc. may send you verification codes to verify your account and other important text notifications regarding any activity in your account. If at any time you have changed or decide to change your phone number, you agree to be solely responsible for updating your new phone number information with us. You further agree that your Shift inc. membership is not restricted to vehicles you have selected, rented or currently engage in, and your membership continues even if you choose to no longer rent a vehicle or at any time that you have no vehicle rented.

At the time of registration, you will be required to provide Personal Information about yourself (as defined in our Privacy Policy), which shall be collected and used in accordance with our Privacy Policy. Please review our Privacy Policy carefully, as your use of the App and/or Services constitutes your agreement to it. You are not permitted to allow any family member or relative to use your User account. If you provide any Personal Information of any family member or relative through your User account for the purposes of the Services offered, you acknowledge and agree that such conduct constitutes the affirmative acknowledgement and agreement of the particular family member and their consent to these Terms and Conditions and our Privacy Policy. You agree to maintain accurate, complete, and up-to-date information in your account. Failure to do so, including having an invalid or expired payment method may result in your inability to access and use the Services, and may result in Shift's termination of these Terms and Conditions with you. You are responsible for all activities that occur in relation to your account, and you agree to maintain the security and secrecy of your account username and password at all times.

5. App Updates

Shift inc. reserves the right to modify and revise these Terms and Conditions, our Privacy Policy or any of its other policies relating to the App's functionality, that it may post from time to time and in its sole discretion. Any modifications shall be deemed effective immediately and incorporated by reference into these Terms and Conditions, our Privacy Policy or any other policies such as additional terms or any other which we may post from time to time. Upon any such change, Shift inc. will provide the amended terms on the App and may also attempt to notify you via other means. Shift inc. encourages you to periodically review the App for updates, as they may involve important changes affecting your legal rights. You acknowledge and agree that, your continued access to or use of the App and/or Services after the effective date of any modifications to these Terms and Conditions, our Privacy Policy or any other policies constitutes your affirmative acceptance of the modifications. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THESE TERMS AND CONDITIONS, OUR PRIVACY POLICY OR THIS AGREEMENT, AFTER SUCH MODIFICATIONS, THEN YOU MUST STOP USING THE APP AND/OR SERVICES IMMEDIATELY.

6. Additional Terms

Specific Services that we may offer at any time may have additional terms and conditions, and/or policies that will further govern your use of that particular Service and will supplement this Agreement. If you choose to register for, access or use any such Services, you may be introduced to additional terms. You acknowledge that by using such Services, you agree to comply with any such additional terms, which are incorporated by reference into this Agreement.

7. Grant of License to Use

In consideration of your acceptance to comply with these Terms and Conditions, our Privacy Policy and this Agreement, Shift inc. hereby grants you a limited, non-exclusive, non-transferable license to:

- use the App and/or Services for selecting vehicles, booking, modifying, and cancelling bookings or any other features or Services as defined above;
- use any free App update incorporating corrections of errors as may be provided by Shift inc. from time to time;
- view, download and print any Shift inc. Content for your personal and non-commercial purposes; and
- view any User-Generated Content for your personal and non-commercial purposes.

Subject to the license granted and your consent to this Agreement, you acknowledge and agree that the license granted does not include and does not permit you to:

- use, copy, adapt, modify, reproduce, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the App, Services, any Content, except as expressly permitted in this Agreement by Shift;
- attempt to gain unauthorized access to, impair or use any aspect of the App and/or Services, including User accounts, in any manner that could damage, disable, overburden, hack or impair our servers, networks, related systems or interfere with any other party's use and enjoyment of the App and/or Services.

8. License Granted by User

You represent and warrant that you have the right to grant Shift, its employees, officers, directors, agents and contractors a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty- free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit User-Generated Content only on, through or by means of the App and/or Services and in accordance with our Privacy Policy. This license is non-exclusive, except you agree that Shift inc. will have the exclusive right to practice this license to the extent of combining your User-Generated Content with the User-Generated Content of other Users for purposes of constructing or populating a searchable database of reviews and information related to the motor vehicle rent industry.

You acknowledge and agree that you are solely responsible for all User-Generated Content that you make available through the App and/or Services. Accordingly, you represent and warrant that:

- you either are the sole and exclusive owner of all User-Generated Content that you make available through the App and/or Service or you have all rights, licenses, consents and releases that are necessary to grant Shift inc. the rights in such User-Generated Content, as contemplated under this Agreement;
- neither the User-Generated Content nor your posting, uploading, publication, submission or transmittal of the User-Generated Content or Shift's use of the User-Generated Content (or any portion thereof) on, through or by means of the App and/or Services will infringe, misappropriate or violate a third-party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

9. Acknowledgements by User

- To assist you to in finding vehicles that may be suitable for your needs and enable a wide range of options and diversity of vehicles offered for rent through the Services, Shift inc. will provide you with list of names of vehicle types, models or brands. The results are based on information that you

submit to us, such as an automated or classical car rental option, geographical location or other criteria such as availability of vehicles, ratings, and previous selections by you or other Users.

- While we make reasonable efforts to provide you with accurate Content, we make no guarantees, representations or warranties, whether expressed or implied, with respect to any such Content available through the Services. We shall not be liable to you or anyone else for any decision made or action taken by you in reliance on any such Content. If you rely on any Content, you do so solely at your own risk.
- You acknowledge and agree that Shift inc. reserves the right to change, condense or delete any Content, including User-Generated Content on the App that Shift inc. deems, in its sole discretion, to violate the any other provision of this Agreement.
- You acknowledge and agree that you shall be liable for any loss of, or damage to, the rented vehicle and its accessories as a result of your negligence or recklessness during the term of rent.
- You undertake and agree to comply with any other rental details, terms and conditions as stated in the Rental Agreement.

10. Payment Terms

Shift inc. will charge you specific rates for the vehicle you rent depending on the terms of your Rental Agreement, and you will be required to pay the specified amount equal to the value of your rental agreement when the booking is confirmed. You authorize us to charge all amounts due to your payment information. Your payment information means a nominated credit card, as bookings for automated car rentals will not be confirmed unless payment has been processed by a credit card. Payment by any method including cash or debit card is only available for classical car rentals.

In addition to the payment specified above, you acknowledge that you may be liable at the end of the rental term to pay to Shift inc. any applicable additional charges payable at the end of the term pursuant to the Rental Agreement.

Any amounts that Shift inc. may charge you for the Services other than the deposit are non-refundable other than in circumstances in which Shift inc. considers that a refund is justified, and you have notified Shift inc. within (24) hours of the time

of payment. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our App and/or Service either planned, accidental or intentional, for any reason whatsoever. Shift inc. reserves the right to determine final prevailing pricing of any of the Services offered and the method of payment through the App.

11. Cancellation of Booking

You may be able to cancel your booking until (1) day before your scheduled pick-up date and receive a full refund of the booking payment you made. If you cancel on the same day of your scheduled pick-up, you will be charged for (1) day. If you cancel on any other day during your booking, you will be charged for the number of days passed your scheduled pick-up in addition to (1) extra day.

12. Intellectual Property Rights

You acknowledge and agree that all intellectual property rights in the App and/or Services is the sole ownership of Shift. You further acknowledge and agree that the rights in the App and/or Services are licensed and not sold to you, and that you have no rights in, or to, the App and/or Services other than the right to use the App and/or Services in accordance with the terms of this Agreement. The copyright, patents, trademarks, tradenames, trade secrets and logos and other proprietary rights contained on or in the App and/or Services are owned by Shift. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate any propriety rights without the prior written consent of Shift. Nothing in these Terms and Conditions is intended to or shall convey to you any right or license in or to any Shift inc. Content, unless specifically provided for herein.

13. Third-Party Links

Shift inc. may provide links to the Apps of any affiliated companies, partners or other third-parties. These links are provided solely as a convenience to you, and do not constitute an endorsement by Shift inc. of the content of such third-party Apps nor of the business practices of such other businesses, and in no event, shall Shift inc. be responsible or liable for any products or services of such third-party services. These Services may be made available or accessed in connection with third-party services and content (including advertising) that Shift inc. does not

control. You acknowledge that your use of any third-party information or Apps is at your own risk and that different terms and conditions and privacy policies may apply to your use of such third-party services and content, which you should carefully review.

14. Disclaimer

We created Shift inc. to provide you with a convenient way to rent vehicles through the use of the App and/or Services, and we want your experience with Shift inc to be exceptional. While we work hard to make that happen, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE APP AND/OR SERVICES. To the maximum extent permitted by law, we hereby disclaim all such warranties. We do not guarantee that the results that may be obtained from the use of the App and/or Services will be effective, reliable or accurate or will meet your requirements. We do not guarantee that you will be able to access or use the App and/or Services (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of information provided by Users of the App and/or Services or any other data or information provided or received through the App and/or Services. Except as expressly provided herein, Shift inc. makes no warranties about the information systems, software and functions made accessible through the App or any other security associated with the transmission of sensitive information. Shift inc. does not warrant that the App and/or Services will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the App, Services, software are free of computer viruses, contaminants or other harmful items.

15. Limitation of Liability

In consideration of clause 13 of Appendix (1) Car Rental Agreement, you acknowledge and agree that your sole and exclusive remedy for any dispute with us is the cancellation of your bookings and account. In no event shall Shift inc total liability to you in connection with the Services for all damages, losses and causes of action exceed the fees of the Services. In no event shall Shift inc. be liable to you for any indirect, incidental, special, exemplary, punitive or consequential damages, including loss of profits, loss of data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the

App and/or Services, even if Shift inc. has been advised of the possibility of such damages. Shift inc. shall not be responsible whatsoever towards you, third party(s) as to accident(s) during the rental period of extended period except as provided by the insurance policy. Moreover, Shift inc. shall not be liable towards any loss, delay, prevention from using the rented car due to breakdown or not usage of the rented car if you do not adhere to the maintenance schedule that will be communicated via our fleet management department. Furthermore, Shift inc. Shall not be liable for delay or failure in performance resulting from causes beyond Shift's reasonable control. Shift's liability shall only extend to repair expenses for car breakdown as a result of a mechanical malfunction during the rental period that is beyond your control, subject to Shift's inspection and evaluation of the same. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited in accordance herein to the maximum extent permitted by law.

16. Indemnification

You hereby agree to defend, indemnify and hold Shift, its employees, contractors, officers, directors, agents, parents and other affiliates, harmless from any and all claims, demands, losses, liabilities, and expenses, including attorneys' fees, that arise from or are related to (a) your use of the App and/or Services; b) your breach or violation of any of these Terms and Conditions and this Agreement; c) Shift's use of your User-Generated Content; or d) your violation of the rights of any third-party, including third-party providers.

17. Release of Liability

In consideration of clause 13 of Appendix (1) Car Rental Agreement, to the fullest extent permitted by applicable law, you hereby agree to release the Shift inc. entities from any and all claims, damages or liability of any kind whatsoever without limitation, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, related to the App and/or Services, including (i) any third-party's failure to comply with applicable law and/or failure to abide by these Terms and Conditions, and (ii) any conduct or speech, whether online or offline, of any other User.

18. Communications and Notifications

Shift inc. may, from time to time, send you relevant information about the App and/or Services or other offerings which may be of interest to you and to them. You consent to receive such communications as part of using the Services. You may “opt-out” of these communications at any time by sending an email to info@goshift.me. However, please note that Shift inc. will still send communications that are needed to provide Services to you, such as a response to a password, customer support request, or any notification regarding activities in your account and you cannot opt out of these communications.

Shift inc. may give you notice relating to your account or the Services at the email address and/or phone number you provided when registering for your account in the App, or any other notification means through the App, such as alerts and notifications. Notices will be considered received and notified within 12 hours after the e-mail, notification or alert is sent.

19. Account Deactivation

You acknowledge and agree that if your account remains deactivated for a period exceeding (365) days, we reserve the right to permanently deactivate your account in accordance with the termination provision in these Terms and Conditions.

20. Termination

Shift inc. reserves the right, if it determines it is best, to terminate, suspend and/or deactivate your account immediately, without notice, if there has been a violation of this Agreement or other policies and terms posted on the App or through the Services by you or by someone using your credentials. We may also terminate, suspend or deactivate your account for any other reason, including inactivity for an extended period. Shift inc. shall not be liable to you or any third-party for any termination, suspension or deactivation of your access to the App and/or Services. Further, you agree not to attempt to use the App and/or Services after any such termination, suspension or deactivation (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to create another account).

21. General Terms

Limitation of Claims

No action arising under or in connection with this Agreement, regardless of the form, may be brought by you more than one (1) year after the cause of action arose. Actions brought thereafter are forever barred.

Entire Agreement

This Agreement and any supplemental terms, policies, rules and guidelines posted through the App and/or Services, each of which are incorporated herein by reference, including the Privacy Policy, and additional terms, constitute the entire agreement between you and us and supersede all previous written or oral agreements.

Severability

If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Assignment

You may not assign, transfer or sublicense the terms of this Agreement in whole or in part to any person or third-party without Shift's prior written approval and any attempt to do so in violation of this section shall be null and void. You give your approval to Shift inc. for it to assign or transfer these terms in whole or in part, including to: a) a subsidiary or affiliate; b) an acquirer of Shift's equity, business or assets; or c) a successor by merger.

Waiver

If Shift inc. fails, at any given time, to insist on strict performance of any of your obligations or representations under this Agreement, or if Shift inc. fails to exercise any of the rights or remedies to which it is entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Shift inc. of any default shall not constitute a waiver of any subsequent default.

Survival

In the event of any termination of your account and these Terms and Conditions, whether by you or us, any provision of these Terms and Conditions that logically extends beyond such termination shall continue in full force and effect to the fullest extent necessary to enforce any rights obtained or obligations incurred hereunder.

Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws and regulations applicable in the Kingdom of Saudi Arabia. Any disputes or claims that may arise between you and Shift inc. under these Terms and Conditions or our Privacy Policy shall be resolved amicably. If it was not possible to resolve such dispute amicably, the matter shall be submitted to the exclusive jurisdiction and venue of the Saudi courts, with respect to any claims brought by either party.

The App is administered in the Kingdom of Saudi Arabia but is intended for all Users wishing to rent a car in the Kingdom of Saudi Arabia. Users are responsible for compliance with any local, state or federal laws applicable to their use of the App and/or Services.

Language

Shift inc. provides this App and/or Services in both English and Arabic language, and may, but is not obligated to, translate this App and provide the Services in any other language. However, the English version governs your relationship with

Shift, and any inconsistencies among the different versions will be resolved in favor of the English version.

Contact Us

Our hours of operation are from 7:00 AM until 10:00 PM KSA time zone. Should you have any questions or inquiries regarding these Terms and Conditions and/or our Privacy Policy, please e-mail us at info@goshift.me or submit the information to the following address:

P.O Box 2772, Jeddah 23613, Kingdom of Saudi Arabia

Appendix (1) Car Rental Agreement

[Rental Terms and Condition]

Further to your acceptance of the Terms and Conditions and Privacy Policy presented to you before these rental terms, you ("Driver") hereby agree to enter into this car rental agreement ("Rental Agreement") with SILA Development Company Limited ("Shift inc. or "Shift inc." or "Owner") as per the following terms and conditions:

1. General Statement:

The car statement and description, in addition to the appendix regarding car handover to Driver ("vehicle") is considered as an integral part of this Rental Agreement.

2. Driver Acknowledges and Undertakings:

- 2.1 Driver acknowledges that through a visual inspection of the exterior of the vehicle they received the vehicle by Shift inc. in an acceptable condition and agrees to extend proper care to such vehicle at all times.
- 2.2 Driver agrees that for a rental period they will be fully responsible for any damage that may occur to such vehicle due to negligence.
- 2.3 Driver agrees that in case maintenance is required for the rented vehicle, Shift inc. team will coordinate to schedule the required maintenance at a Shift inc. authorized workshop (s) for the required maintenance to be conducted. In case the Driver does not comply with such maintenance requirements resulting in damage to the vehicle, the Driver will be charged for the cost of the repairs to the vehicle.
- 2.4 Driver agrees and undertakes to ensure all of the following:
 - all reasonable care is taken when driving and parking the vehicle;
 - the oil in the vehicle is maintained at the proper level. Should the oil warning light highlight a shortage of oil, the Driver is required to either replace the rented vehicle from Owner or go to an authorized workshop which Owner deals with in oil maintenance;
 - use only premium fuel and carry out any shortage to the quantity upon the due date for vehicle return. Driver will be required to pay for fuel

and return the vehicle with a full the tank. The price for such fuel refill shall be 2 SAR per liter;

- the tires are maintained at their proper pressure;
- the vehicle is locked and secure at all times when it is not in use and the keys kept under Driver's personal control at all times;
- the distance recorder or speedometer are not interfered with;
- no part of the engine, transmission, braking or suspension systems are interfered with;
- should a warning light be illuminated, or Driver believes the vehicle requires mechanical attention, Driver will stop driving and contact the Owner immediately;
- Driver(s) authorized to use the vehicle during the term of rent are aware of and comply with the terms outlined in this Rental Agreement.
- take care of the medical bag and toolbox provided in the vehicle, and make sure they are in place when Driver returns the vehicle.

3. Use of Vehicle

Upon executing this Rental Agreement, Driver acknowledges and agrees that they may not:

- use or allow the vehicle to be used for the transport of passengers for cash or consideration;
- sublet or rent the vehicle to any other person;
- allow the vehicle to be used outside Driver's authority;
- operate the vehicle or allow it to be operated in circumstances that constitute an offence under the laws and regulations of Saudi Arabia;
- operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- operate the vehicle, or allow it to be operated, in breach of any regulations, rules or bylaws relating to road traffic;

- operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or road user charge certificate, whichever is the lesser, for the vehicle;
- drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's license appropriate for the vehicle;
- drive or allow the vehicle to be driven on any roads, beach, driveway, or surface likely to damage the vehicle;
- drive or allow to drive the vehicle beyond the specified area without prior written consent from Owner;
- allow the vehicle to be driven by any person who is not named or described in the Rental Agreement as a person permitted to drive the vehicle;
- release the vehicle to another third party or those learning how to drive;
- allow any intoxicated person or a person under the influence of drugs to drive the vehicle;
- operate the vehicle or allow it to be operated to propel or tow any other vehicle;
- transport any animal in the vehicle unless otherwise obtained the written consent of Owner or expressly stated in the Rental Agreement;
- operate or allow the vehicle to be used in involvement with any illegal activity; or
- allow any person to smoke in the vehicle.

Driver shall bear consequences in case they violate the such conditions.

4. Payment:

- 4.1 The agreed upon rent amount will be paid fully in advance for the agreed upon rent period, based on the daily vehicle rent charge multiplied by the number of days as an advance payment. Upon the completion of the agreed

upon rent period – the date specified to return the vehicle to Owner’s office – the final rent amount shall be calculated by taking into consideration the number of additional kilometers and hours beyond the limit permitted. Shift inc. will inspect the condition of the returned vehicle within (24) hours after the closure of the Rental Agreement, and if there were any damages to the vehicle, Driver will be responsible for all charges related.

4.2 In addition to the payment specified above, Driver acknowledges that they may be liable at the end of the rental term to pay to Owner any applicable additional charges payable at the end of the term. These include, but are not limited to:

- a fee to cover additional drivers, if applicable;
- additional charges for distance driven (as specified in the Rental Agreement for every kilometer run);
- charges for petrol or other fuel used (but not oil);
- road user charges, if applicable;
- charges for late return of the vehicle;
- charges for damage to or repair of the vehicle (subject to the other terms of the Rental Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
- charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odors including cigarette smoke;
- traffic and/or parking offence infringement fees;
- the administration fees as specified in the Rental Agreement; and
- any surcharges in connection with the use of a debit or credit card by Driver.

5. Change of Vehicle Rent Period and Location:

If Driver wishes to change the rent period after receiving the vehicle, e.g. increase or decrease the rent period or change the rent hours previously agreed upon, Driver must manage his bookings through the App and request the change prior to the expiry of the agreed upon period. Driver must then pay the difference in rent period as agreed upon.

6. Compulsory Return of Vehicle:

Owner shall have the right to immobilize the rented vehicle or otherwise retrieve the rented vehicle through competent authorities and at Driver's expense without prior notice in one of the following events:

- If Driver does not return the vehicle on specified date as per the Rental Agreement;
- If Driver does not adhere to vehicle maintenance schedule as instructed by fleet management department;
- If Driver utilizes the rented vehicle in other purposes other than that specified in the Rental Agreement;
- If Driver provided Owner with incorrect information and data when they rented the vehicle;
- If driver tempers with odometer.

7. General Liabilities:

Driver upon signing this Rental Agreement, agrees to the following:

- 7.1 The minimum vehicle rental period for KAUST Drivers is twelve (12) hours. All Drivers will be obligated to pay for every extra hour passed the rent expiration date;
- 7.2 Driver undertakes not to break or damage the seal that is installed on the odometer or alter the same in any way, and further undertakes to pay a fine in the amount of (2,000 SAR) as a minimum without any objection, if Driver violates such condition.
- 7.3 Driver is responsible to pay rent when such vehicle is out for service due to traffic violation(s) or such vehicle is under repair due to negligence by Driver.

7.4 Driver will be required to pay any fines or requirements by the governmental authorities or any other official authority up to the date that the vehicle is returned to Owner's office provided such vehicle must be returned in the originally rented condition.

NOTICE: Owner shall not be responsible whatsoever for any loss to property or damages to such property if Driver kept such property inside the rented vehicle during and (after) the rent period. Furthermore, Driver agrees to release Owner from any liability as a result of such loss or damage.

8. Insurance:

8.1 The vehicle is fully insured against collision, roll over and fire by an insurance policy and as indicated in this Rental Agreement.

8.2 Road accidents are covered by the insurance policy, however, should the accident be the Driver's fault, either directly or indirectly as a result of Driver's negligence or recklessness as per the inspection report, Driver shall reimburse Owner with the loss and damage expenses and shall be fully responsible for such accident.

8.3 In the event that a collision damage waiver ("CDW") insurance coverage is purchased by Owner, the Driver acknowledges that such insurance is void in the following cases:

- Crossing red traffic light;
- Using vehicles for off-road activities;
- Driver is younger than (21) years;
- Driver's driving license does not match with the car type;
- Expired driving license;
- Driving under the influence of drugs or alcohol;
- Driver is not holding a valid driving license.

8.4 In cases where CDW is not purchased, the vehicle shall be insured in case of an accident provided that the appropriate legal documentation is processed and delivered to Shift inc. offices (see required documentation in the insurance section and replicate). The maximum deductible in this instance is 2,500 SAR or the actual cost of repairs in case the cost is lower than 2,500 SAR.

- In cases where an accident results in the damage to property, the Driver acknowledges that the policy only covers damages to public property and does not cover any private property.

8.5 Driver acknowledges and agrees that the following items are not covered by such insurance:

- towing or transporting the vehicle to Owner's workshop for repair, if the fault is mainly by Driver;
- losses resulting from natural catastrophe and force majeure, such as earthquakes, wars, sandstorm, sabotage or terrorists' acts etc.;
- damages due to driving under the influence of drugs, alcohol, or negligence by Driver;
- consequences of criminal threat, danger and offense;
- tires, rims, radio, cassette recorder, front and rear windshields.

9. Cancellation of Insurance Coverage:

9.1 The insurance coverage shall be cancelled in any of the following events:

- non-completion of this Rental Agreement as per the rent period agreed upon or extension of such period;
- failure to request extension of the rent period through the App;
- vehicle is driven by non-authorized persons contrary to this Rental Agreement or the Owner's written authorization letter;
- violation of the applicable Saudi Arabian Traffic Regulations;
- non-Presentation of acceptable proofing the occurrence of an accident(s);
- leaving the engine starter key inside the vehicle;
- Driver or its representative(s) waived the damages resulting from an accident(s); and
- Driver drives the vehicle beyond the specified area as per this Rental Agreement.

9.2 In some of cases mentioned above, Driver will pay all the financial obligations related to the accident(s) either for the Driver or the other person(s) driving.

10. Accidents:

10.1 In case of a vehicle accident that leads to vehicle damage or damage to others, e.g. roll over collision with other vehicle or person, fire, theft or other. Driver herein undertakes to report such accident immediately to the traffic department to investigate the accident and obtain final report from official authorities (Contact Info: Najm 920000560). Furthermore, Driver will not waive Owner's rights against the other party and will deliver such reports to Owner's nearest office where the accident occurred. Driver will be fully responsible for any losses incurred due to such as accident or damages to the rented vehicle. Driver shall, upon finalization of the paper and reports related to accident from the traffic department, pay an accident fine of (2,500 SAR).

10.2 Driver be fully responsibility for losses incurred due to the accident or damages to the vehicle or third parties committed by a driver who is not permitted to drive the vehicle as per this Rental Agreement, hence such driver is not covered by insurance.

10.3 Driver shall carry out the traffic violations or breaches to the Saudi Arabian Traffic regulations and shall pay for the period which the vehicle was held by traffic department as well as full price of the vehicle in case such vehicle in confiscated by the competent authorities.

10.4 Driver shall not arrange or undertake any repairs without Owner's authority (this includes, but is not limited to, purchasing a replacement tire) except to the extent that repairs are necessary to prevent further damage to the vehicle or to other property;

10.5 If the vehicle requires repair or replacement, the decision to supply another vehicle to Driver is at Owner's sole discretion.

11. Final Settlement:

Driver will upon the completion of the rent period, return the vehicle to Owner's office at the date and time specified in the Rental Agreement. In addition, Driver

will pay for any extended period, and settle the entire eligible vehicle rent as per the original condition considering the normal use.

12. Owner's Limitation of Liabilities:

Owner shall not be responsible whatsoever towards Driver, third party(s) as to accident(s) during the rental period or extended period except as provided by the insurance policy. Moreover, Owner shall not be liable towards any loss, delay from not using the rented vehicle. Owner liability shall only extend to car breakdown as a result of a mechanical malfunction that is beyond the Driver's control, provided that Driver adheres with all maintenance terms and conditions. In such event, Owner shall be responsible to arrange for inspection and evaluation of the car breakdown, including repairs, and shall be responsible for any expenses related thereof.

13. Representations, Warranties and Indemnity:

Owner represents and warrants that all vehicles are new (not more than 3 years old) and are in a good mechanical and road-worthy condition. The Owner agrees to indemnify and hold the Driver harmless against and to pay all claims, losses, costs and damages which the Driver incurred or sustained by reason of car breakdown caused by a mechanical malfunction beyond the Driver's control or arising because of warranty claims or product liability matters. The Driver will promptly deliver to the Owner any notices or papers served upon it in any proceeding covered by this indemnity, and the Owner will defend the same at its expense. The Driver shall, however, have the right to participate in the defense at its own expense, at the Driver's sole discretion.

14. Disputes:

- 14.1 If dispute arises and it was not possible to resolve such dispute amicably by the parties herein, such dispute will be referred to the competent courts in Saudi Arabia and the decision of such court shall be final and binding to the parties.
- 14.2 Driver will be required to pay any fines, penalties and attorney's fees related to Driver's negligence or omission and violations to the vehicle Rental Agreement.

15. SIMAH:

I, the undersigned, hereby agree to provide Shift inc. with the information it requires for establishing and/or auditing and/or administering my account and facilities there with, and I authorize it to obtain and collect any information as it deems necessary, or at any time it needs me, my account, and facilities therewith, from the Saudi Credit Bureau ("SIMAH") and to disclose and share (inclusive of data pooling) that information to the Saudi Credit Bureau (SIMAH) in accordance with the membership agreement and code of conduct approved by it to any other agency approved by Saudi Arabian Monetary Agency (SAMA).

This Agreement is made of one original and one copy each of which is given to the parties herein hence the original is to be kept by Owner. In witness thereof, the parties herein or their authorized representative signed this Agreement.

Name: _____

Signature: _____