

TERMS AND CONDITIONS FOR AMITRUCK LIMITED APPLICATION

By continuing usage of the Application, you are consenting to be bound by these Terms and Conditions (T&Cs) for use and access of the Application. You must therefore read and understand the entire content before using any service offered by the application because all the terms and conditions contained herein are binding. Anyone person not agreeable to them should not use the application or any of the services being availed therein.

The company reserves the right to modify these T&Cs or any other policies relating to the software at any time. Any person who continues to use the application shall be bound by the revised terms and conditions as of the effective date.

Persons agreeable to the terms and conditions are hereby granted limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:

- (i) access and use the Applications on a personal device solely in connection with the use of the Services; and
- (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for personal, non-commercial use.

USERS MUST READ THE TERMS CAREFULLY BEFORE DOWNLOADING THE APPLICATION OR USING THE WEBSITE.

General Terms and Conditions:

- **Amitruck** provides a platform that connects users of the application to transportation services with independent third-party service providers of such services, including independent third-party transportation providers and independent third-party logistics providers.
- The services are meant to be applied solely for personal non-commercial use.

AMITRUCK LIMITED IS NOT A TRANSPORTATION, CARRIER OR TAXI COMPANY AND ALL SUCH SERVICES ARE PROVIDED BY THIRD PARTY INDEPENDENT CONTRACTORS AND SERVICE PROVIDERS NOT EMPLOYED BY AMITRUCK LIMITED.

User eligibility

You will be "Eligible" to use the Services only after fulfilment of the following conditions:

- You agree to the terms and conditions laid out herein.
- You have attained at least 18 (eighteen) years of age;
- You have full contractual capacity under Kenyan Laws; and
- You have a valid registered mobile number.

Amitruck relies fully on the information provided by you and shall not be held liable should any unauthorized or ineligible person use your device to access the company's services.

Representations and Warranties

Use of this application is interpreted to mean that you have the full contractual capacity to enter into this agreement. The services are only available to persons over the age of 18 years and as such by using the application you represent and warrant that you are at least 18 years old and have the right, authority and capacity to contract and abide by the terms and conditions laid out in this agreement.

You also warrant that you will use the application purely for personal use and will not permit other persons to misuse your account, and you will neither assign nor transfer your account to other persons under the same identity.

By using the software, you also represent that you will be bound by all the laws regulating the use of online applications within the Republic of Kenya.

The company may terminate or vary this agreement accordingly, should you be using the service with an incompatible or unauthorized device.

You will not use the application in furtherance of any illegal acts or sending or storing any illegal materials or any other fraudulent purposes. The company is at liberty to decline to offer requested services on suspicion by the courier service provider that anything being transported may pose any kind of danger, such as corrosive, poisonous or explosive devices, or suspicion that items to be delivered are illegal within the borders of the Republic of Kenya. The courier service provider shall decline provision of such services and immediately notify the company.

By using this application, you also warrant:

- i. To use the software solely for personal use and not to resell it to a third party;
- ii. To keep your identification details and password secure and not allow unauthorized persons to access services through your account;
- iii. To provide relevant identification details whenever required;
- iv. Not to cause misuse of the application in any way or cause nuisance, annoyance or inconvenience to other persons;
- v. Not to copy, distribute any of the software contents without prior written permission from the company;
- vi. Not to cause disruption, in any way, to the normal functioning of the software.

License Grant & Restrictions

All rights not expressly granted to you are reserved by the Company and its licensors.

You shall not:

- i. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software in any way;
- ii. modify or make derivative works based upon the Service or the Software;
- iii. create Internet "links" to the Service or "frame" or "mirror" any Software on any other server or wireless or Internet-based device;
- iv. reverse engineer or access the Software in order to:
 - a. build a competitive product or service;
 - b. build a product using similar ideas, features, functions or graphics of the Service or Software, or
 - c. copy any ideas, features, functions or graphics of the Service or Software, or
 - d. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Software.

You may use the Software only for your personal, non-commercial purposes and shall not:

- i. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- ii. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- iii. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

- iv. interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein;
- v. attempt to gain unauthorized access to the Software or Service or its related systems or networks.

Payment Terms

Any payments chargeable for the use of the Software or Services is exclusive of all taxes and levies and the same is due immediately upon use of our services and is nonrefundable. This no refund policy is applicable at all times regardless of termination of usage either by the user or the company, disruption caused on the software or services, such disruption being either planned, accidental or intentional.

The company is not responsible for the tabulation or remittance of any Value Added Tax, or any other taxes payable to the government of Kenya. As such, all payments remitted to Amitruck Limited are exclusive of VAT and all transporters are responsible for remittance of taxes on monies gained.

The company reserves the right to determine the prevailing prices for services rendered on a need basis. Users are advised to frequently check the company's website for information on how we charge for our services.

Intellectual Property Ownership

Amitruck Limited (and its licensors, where applicable) shall possess exclusive proprietary rights and shall therefore own all title, right and interest related to the software. All web content, which shall include but not be limited to the company name, logo and product names associated with the software, images, photographs, links, texts,

graphics shall be exclusively owned by Amitruck Limited and no right or license is granted.

Indemnification

The Company shall be held blameless against any claims, costs, losses, legal fees or liabilities whatsoever that may arise out of or in connection to violation of any terms of this agreement or any governing laws, use of the software otherwise other than as provided by this agreement, breach of any third party rights including providers of courier services arranged through the software.

Disclaimer of Liability

Amitruck is not under any obligation to:

- Put in place measures to control any malicious software or viruses and will not be liable for any damage to users' hardware or software devices that may be caused by such. Users are advised to install the requisite tools to protect their devices from such potential harm.
- Prevent any kind of loss that may be occasioned by network failures, limitations, delays or disconnections that may cause services to be suspended, cancelled or blocked before, during or after provision of services.
- Except as may be expressly provided in this agreement, the company will not be liable to users for any claims arising as a consequence of using the application, including but not limited to personal injury, loss of data, revenue or profits.
- The company is also under no obligation to guide users on proper usage of the application or devices and will not be held liable for any loss occasioned as a result of improper use of the application.
- Verify the suitability, legality or ability of courier service providers and by using this application you expressly waive and release the company from

any and all liability, claims or damages arising from or related to disputes involving courier service providers or any other third parties. Any risk or loss incurred as a result of such interaction with the third parties shall not be the liability of the company to any degree whatsoever.

Insurance

All passenger, courier and logistics service providers must ensure that they have valid insurance covers as well as any other requisite permits as provided for by the laws of the Republic of Kenya. This shall include but not be limited to motor vehicle insurance, personal accident cover and/or carrier's liability cover as applicable. Such insurance covers must cushion users against loss or damage for any packages delivered via Amitruck Application. Users shall only be entitled to compensation as provided for by the referenced insurance covers and no further liability shall be borne by the company.

The carrier's liability insurance covers are subject to the terms and conditions of the Company's insurance provider and by accepting to be bound by these terms, you give your consent to be bound by the Company's insurance provider's terms and conditions.

You shall only be entitled to compensation from the Company's insurance provider under the carrier's liability cover in the event of loss of a package upon full payment of all amounts stipulated by the Company's Insurance Provider, which will be dependent on the level of cover and value insured.

You however have the option of utilizing the application and having your goods delivered without the option of receiving compensation for loss or damage under the carrier's liability cover.

General Customer behavior while using transport service through the Service Provider

By requesting for services through the Amitruck Website or Mobile Applications you warrant that:

- i. You will take full responsibility of your items. In case of lost items during the journey, we will try to locate the items on a "best-effort" basis but We shall not be responsible for the same in case of any losses or damages arising out of such lost items.
- ii. You will report promptly on time at the pick-up location;
- iii. You will avoid unbecoming behavior while using the services such as use of foul or disrespectful language, sharing of personal information with the service provider, consuming alcoholic beverages or tobacco products or any illegal substances while in the vehicle.

You also warrant not to:

- Ask the Service Provider to over speed or break any Traffic/Transport/City Police and/or government rules for any purpose (especially reaching the destination earlier).
- Pressurize the Service Provider to overload the vehicle.

Waiting policy

Users shall not subject the service providers to unreasonable delays. The waiting period shall be 5 minutes at the pickup location, following which the service provider may be at liberty to cancel the trip and leave the pick up location.

Users shall compensate Amitruck for the waiting period, which costs shall be calculated at a rate similar to the rate of rendering services for the first 30 minutes. Compensation for a waiting period beyond 30 minutes shall be calculated at the rate of Kshs. 1,000/= per every half hour.

Cancellation policy

You may cancel the booking as early as possible prior to the dispatching of the Vehicle and commencement of the Ride, without any cancellation charges.

Luggage policy

Users of the application seeking services for transportation of goods which may be dangerous such as goods that are flammable, explosive or corrosive shall fully disclose the information about the nature of the goods to the service provider, and also take all reasonable measures to mitigate any risk that may be faced in transporting the goods. Such goods must also be packed in line with the requisite safety standards. The company shall not be held liable for any loss or damage either to the goods or to third parties in case of any incidences that may result from handling of such goods.

Users shall desist from seeking transport for goods considered illegal within the Republic of Kenya.

Termination and expiry of the account

We reserve the right to modify, terminate or suspend Services to You at any time without prior notice due to any changes in internal policy or the Applicable Laws or any breach of these T&Cs by You or for any reason whatsoever. You can exit or terminate Your Account by submitting a request to us via the email address provided on the website. We will make every effort to respond to Your request for termination at the earliest. You will remain responsible for all Transactions that occurred prior to termination of Your Account.

Privacy and Security

All parties to this agreement shall be bound to the company's privacy policy and shall make every effort to ensure that all the provisions laid out therein are adhered to without any breach.

Force Majeure

Force Majeure shall be interpreted to mean any event arising due to any cause beyond Amitruck's reasonable control

The company shall not be held liable for any failure to perform an obligation occasioned by a force majeure event. In the event of a force majeure event, obligation to perform or deliver services shall stand suspended for the period of continuance of the said event and Amitruck shall be held blameless for any losses that may be incurred.

Waiver

Our failure, delay or omission to exercise or enforce any rights or provisions of these T&Cs will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to Services or T&Cs should be filed within 3 (Three) months from when the cause of action arose. Any claims filed beyond this time period shall be barred.

Revision of T&Cs

Amitruck reserves the right to revise, amend and/or substitute and of the terms and conditions contained herein and any person, by continuing to use the website after the said variance to the terms and conditions shall be bound by them as of the effective date.

Severability

If any part of these T&Cs is determined to be invalid or unenforceable pursuant to the Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.

2. Governing Law and Dispute Resolution

Any dispute relating to these terms and conditions as the use of this application shall be governed by the laws of the Republic of Kenya.