



## SHIPPER USER AGREEMENT

This user agreement for Shippers (“**Agreement**”) outlines the terms and conditions upon which Transportr Ltd (hereinafter “**Transportr**”, “**us**”, “**our**” or “**we**”) provides electronic services (“**Services**”) to the you (“**Shipper**” or “**you**”) via its electronic network and technology platform (“**Platform**”) in order to assist and facilitate the introduction to you of providers of freight transportation services (“**Carriers**” as further defined below).

Transportr may update this Agreement from time to time and post it on the Platform. The contractual relationship between you and Transportr will continue to exist under updated terms and conditions of this Agreement, unless you raise an objection to the change within a week from receiving a notification.

### 1. INTERPRETATION

The following terms shall have the following meaning:

- 1.1 **Account** means the online account that the Shipper will create on the Platform to submit a request for Transportation Services to the respective Carrier.
- 1.2 **Carrier** is the duly licensed and registered third party that will make available the Transportation Services through the Platform, for your demand.
- 1.3 **Carrier Offer** means the rates offered by the Carrier to the Shipper for Transportation Services via the Platform, in addition to the Carrier’s Terms of Service (if any) which may govern the Transportation Services provided by the Carrier.
- 1.4 **Carrier’s Fee** is the fee that the Shipper undertakes to pay Transportr against all Completed Services rendered by the Carrier, which will include service charges for the Transportation Services in addition to any other charges incurred by the Carrier or Transportr (whichever is applicable) during the provision of the Transportation Services, including but not limited to, custom duties, import vat, VAT, cancellation charges, taxes, border charges, waiting time and any other agreed charges with the Shipper.
- 1.5 **Carrier’s Terms of Service** are the Carrier’s terms and conditions (if any) which will govern all the Transportation Services provided by the Carrier, and which are incorporated in the Carrier’s Offer or provided or notified by the Carrier to the Shipper. In the event of any contradiction between the Carrier’s Terms of Service and User Agreement for the Shipper and the User Agreement for the Carrier, the latter two will prevail.
- 1.6 **Completed Services** are all concluded Transportation Services for which the Carrier has duly submitted the POD onto the Platform.
- 1.7 **Effective Date** means the date when the Shipper accepts this Agreement by registering on the Platform.
- 1.8 **Goods** are any legal specification of merchandise or material, that the Shipper desires to transport by using the Transportation Services.
- 1.9 **Invoices** shall mean all invoices issued from Transportr to Shipper for all Completed Services, which will include, but not limited to any charges incurred by the Carrier and/or Transportr (whichever applicable) during the provision of the Transportation Services, including but not limited to, custom duties and import vat, VAT, cancellation fees, taxes, border charges, waiting time and any other charges incurred on behalf of the Shipper or as further described under the Carrier’s Terms of Service (if any).
- 1.10 **Platform** means the electronic network or technology platform provided by Transportr and available through an application and at the internet URL [www.transportr.com](http://www.transportr.com) , offering a digital place for the Shipper and the Carrier to conduct business.
- 1.11 **Proof of Delivery** is when the Carrier has completed the Transportation Services, and in support of such, submits onto the Platform, supporting documents including but not limited to confirmation and proof of



delivery of the Goods along with any other requested documents confirming the delivery of the Goods and approval of the Shipper of such supporting documents (“**POD**”).

- 1.12 **Relevant Information** is all information required by Transportr for the implementation of this Agreement.
- 1.13 **Restricted Material** means all illegal and/or unauthorized material including but not limited to weapons, explosives, infectious substances etc.
- 1.14 **Services** are all the electronic services provided by Transportr by means of information and communication tools, to you, through the Platform.
- 1.15 **Shipper** where a company and not an individual means your duly licensed and operational company, and includes your employees, agents and/or subcontractors.
- 1.16 **Subcontractors** are all agents, subcontractors, or third party engaged or contracted with to perform or assist the Carrier in the performance of the Transportation Services.
- 1.17 **Territory** means the countries the shipment will travel from, through or to.
- 1.18 **Trademark** means any word, name, logo, symbol, design or any combination thereof affixed with either Party which shall remain the sole property of that Party and will under no circumstances be adopted by the other Party or their representatives.
- 1.19 **Transportation Contract** means the separate contractual relationship containing the Carrier’s Terms of Service which is formed when the Shipper accepts the Carrier’s Offer through the Platform for the Transportation Services.
- 1.20 **Transportation Vehicles** means any vehicle, machinery or equipment for the transportation of freight and cargo by any mode, which includes but is not limited to air transport, ocean transport, rail transport, and road transport. Each vehicle is a separate transport vehicle.
- 1.21 **Transportation Services** are the transportation services provided by the Carrier to the Shipper, through the Platform in accordance with the User Agreement for the Carrier and the Carrier’s Term of Service (if any) which will include all operational aspects of the services performed by the Carrier.
- 1.22 **Transportr Ltd** is our duly registered limited liability company.
- 1.23 **Transportr’s Service Fee** is the amount, that Transportr is entitled to receive from the Shipper against the services rendered through the Platform.

Transportr and Shipper may individually be referred to as a “Party” and collectively as the “Parties”.

## **2. PLATFORM SERVICES**

### **Access to Platform**

- 2.1 Shipper will have access to the Platform by registering and maintaining an online Account by inserting its correct and accurate details required on the Platform. Shipper 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.
- 2.2 The Shipper undertakes to use the Platform and Account within the field of use as provided under this Agreement. The Shipper 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.



- 2.3 The Platform, including this Agreement 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.

#### **Registration on The Platform**

- 2.4 The proper registration by the Shipper of an activated Account on the Platform shall be a mandatory requirement and condition for the use of the Platform.
- 2.5 To register, the Shipper must create an online account and fill in and sign the registration form and provide the required documents. The Shipper shall specify the complete data truthfully on the registration form and always keep the information up to date. The Shipper must notify Transportr of any changes.
- 2.6 Transportr will confirm receipt of the Shipper's form by sending a registration confirmation via email. The registration confirmation shall solely constitute confirmation to the Shipper on receipt of the registration form. Should Transportr accept the Shipper's registration, Transportr will send an activation confirmation to the Shipper.
- 2.7 The Shipper shall choose a secure password after the successful activation of its Account. The Shipper undertakes to keep secret its password and any other details relating to the use of the Platform in order to carefully secure access to its Account.
- 2.8 The Account may not be transferred to a third party without the explicit consent of Transportr.

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

- 2.9 Transportr shall provide the Shipper with functions and tools on the Platform to permit it to place requests and terms for Carrier Offers, to conclude Transportation Contracts and for all communication regarding the Transportation Services (e.g., communication of arrival times). If the Shipper fails to include any terms along with its request, then this Agreement will apply.
- 2.10 The Shipper 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.

#### **License**

- 2.11 Transportr grants the Shipper a nonexclusive license, restricted to the term of this Agreement, to personally use the Platform web frontend and related mobile applications and to use any API interface (including all updates, upgrades, new versions, and replacement software) in accordance with the relevant applicable license documentation. Upon request, Transportr provides the Shipper with the license documentation. The Shipper shall not lease, confer, or provide in any other way the above rights of use to a third party.
- 2.12 In consideration of granting and maintaining this license, Transportr shall be entitled to Transportr's Service Fee which shall be calculated and paid in accordance with this Agreement.
- 2.13 The Shipper shall not be entitled without explicit prior written consent to use, exploit or modify the "Transportr" trademark (words and images).
- 2.14 The Shipper itself shall be responsible for archiving on its own storage medium the information which can be viewed on the Platform that the Carrier requires for the purposes of performing the Transportation Contract, securing evidence, accounting, etc. The Shipper agrees that Transportr may save any information shown on the Platform but is not obliged to do so.



### **System Integrity**

- 2.15 The Shipper 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.
- 2.16 The Shipper 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.
- 2.17 The Shipper 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.
- 2.18 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.

### **3. OFFERS AND TRANSPORTATION CONTRACT**

- 3.1 Carrier shall place its offer on the Platform for the Transportation Services in response to a request by a Shipper, and the Shipper will have the right to select the offer to retain the Transportation Services of the respective Carrier.
- 3.2 When you select, via the Platform, a Carrier to provide Transportation Services based on that Carrier's Offer, you agree and acknowledge that a separate Transportation Contract shall be formed between you and the Carrier for each accepted transaction. Each Transportation Contract will incorporate the Carrier's Terms of Service (if any) which, together with the User Agreement for the Carrier, will govern the Transportation Services initiated or requested through the Platform.
- 3.3 The Carrier is under no obligation to place an offer, or a Carrier's Offer for any transaction or service requested by Shipper or by Transportr on the Platform. The Carrier may place an Offer on the Platform at its entire discretion.
- 3.4 Shipper is under no obligation to request or to accept a Carrier Offer. Shipper is free to accept any Carrier Offer, at its entire discretion.
- 3.5 The Carrier's Terms of Service (if any), strictly as provided by the Carrier, will be uploaded or included by the Carrier along with the Carrier's Offer and will be presented to the Shippers for each transaction they accept via the Platform.
- 3.6 Transportr may but not obliged to advise the Shipper which Carrier it should choose, based on any factors Transportr considers to be relevant.
- 3.7 Offers and quotes found on Transportr platform are estimated charges taking into consideration certain predefined assumptions such as (incoterms, origin, destination, commodity, equipment type, volume, cargo weight, rate validity and free time) and therefore the offers and quotations are not binding. Charges and quotes might differ in case the actual shipment is different from the pre-assumed criteria.
- 3.8 Quotes and spot rates provided by Transportr will be subject to availability of equipment, space, and commodity acceptance.
- 3.9 Rate will be subject to change in Bunker Adjustment Factor (BAF), Low Sulphur fuel (LSF), Currency Adjustment Factor (CAF), War Risk Surcharge (WRS), Fuel Adjustment Factor (FAF), Emergency Recovery Surcharge (ERS), Bunker Charge (BUC), Peak Season Surcharge (PSF), Container Ground Surcharge (CGS), or any extraordinary surcharge without prior notice.
- 3.10 Rates are subject to General Rate Increase (GRI) and emergency surcharge valid at the time of loading.



- 3.11 Scanning, inspection, or any other charges at transshipment ports are on Shipper's / consignee's account.
- 3.12 Shipping instructions must be received prior vessel cut-off to avoid additional charges and shutting out of containers, late Shipping Instruction (SI) submission will be applicable if customer fails to submit the Shipping Instructions 24 hours prior vessel sailing.
- 3.13 If booking is cancelled after issuance of Container Release Order (CRO) by Carrier, booking cancellation charges will be applicable.
- 3.14 Shipper must collect the Bill of Lading (BL) within 10 days of vessel sailing, late BL fee will be applicable if failing to do so.
- 3.15 Rate offered is subject to clauses stipulated on Bill of Lading (BL).
- 3.16 Carrier reserves the right to hold booking party, Shipper, or freight forwarder responsible if consignee or notify party fails to clear the containers within specified time.
- 3.17 Rates excludes insurance, customs duties, VAT, port storage, line D&D, shifting / grounding of containers.
- 3.18 Additional charges will be applicable for any special requirements by Shipper such as (container fumigation, container inspection and container cleaning etc) including container return, repair due to any foreseen reason.
- 3.19 Additional fee will be applicable for requests such as (seaway bill, telex release, any amendments to the original documents or declaration and release of BL in a different location).
- 3.20 The prices offered do not include duties, storage fees and are subject to applicable taxes, especially VAT and other charges for additional services may apply.
- 3.21 Unless otherwise agreed explicitly agreed, all charges quoted are only applicable and valid for general cargo (no dangerous goods, no high-value cargo, no temperature controlled, no perishable, no special handling requirements); cargo needs to be seaworthy.
- 3.22 Transit times and vessel schedules indicated are estimates and actual transit times and vessel schedules may differ according to the Carrier schedules. Further, such indicated transit times and vessel schedule do not reflect delays due to marine operations, export control or customs clearance processes and are applicable to working days only.
- 3.23 Shipper will be responsible to track its shipment status, in case of delays at origin or transshipment port Shipper should notify Transportr immediately. Transportr will communicate with the Carriers to latest updates and reason for the delay.

#### **4. SHIPPER'S OBLIGATIONS**

- 4.1 Throughout the validity of this Agreement, the Shipper warrants that it shall comply with all obligations set out herein, including, without limitation, the Shipper's obligation to:
  - (a) Timely effect all payments in full to Transportr in accordance with clause 6 of this Agreement.
  - (b) Provide acceptance of the Completed Services on the Platform, no later than three (3) business days after which the Carrier has uploaded the POD. In the event that the Shipper has any objection to the POD, it will raise it no later than three (3) business days to Transportr, after which, Transportr may at its sole discretion, deem it as a Completed Service for the purposes of this Agreement.
  - (c) Not engage in the use of Restricted Material.
  - (d) Provide truthful, accurate and complete information to the Shipper, via the Platform, relating to all details required by the Carrier to perform and conclude the Transportation Services.





(e) To sign any Transportation Contract, if requested by the Carrier and or Transportr.

## **5. TRANSPORTR'S OBLIGATIONS**

5.1 Throughout the Term of this Agreement, Transportr states and undertakes to:

- (a) provide access to the Shipper in order to use the Platform in accordance with Clause 2 of this Agreement.
- (b) ensure the Shipper has access to the Carrier's Terms of Service (if any) via the Platform to accept before participating in the Transportation Services.
- (c) upon acceptance of the Transportation Contract, provide a confirmation to the Carrier of the Shipper's acceptance of the Carrier's Offer and the Carrier's Terms of Service (if any), through the Platform.
- (d) 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.
- (e) continues to possess all requisite certificates, licenses, authorizations and permits to enable it to provide the Platform and grant the license to the Shipper to use it.
- (f) ensure that 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.
- (g) ensure that the content and usage of the Platform is accurate and provides safe access to the Shipper.

## **6. PRICES & PAYMENT**

- 6.1 Shipper will be required to sign a credit application and provide all relevant requested documentation.
- 6.2 Transportr will issue tax Invoice(s) to the Shipper for all Completed Services through the Platform, along with supporting documents (if any).
- 6.3 For ocean freight, Invoices will be sent to the Shipper once the vessel sails (if sailing is on a weekend or falls on a holiday, invoice will be sent the next day).
- 6.4 The Shipper undertakes to pay the Invoice amount in full and without any deductions within forty-five (45) days from the date of the Invoice in case it was land freight, and within fourteen (14) days from the date of the Invoice in case it was ocean freight. Transportr will notify the Shipper of any changes on these payment days and also in case other freight transportation types are added to the Platform along with their respective payment terms.
- 6.5 Transportr may be offering a credit limit based on the available credit limit extended by the Carriers. In case of non-availability of the credit limit, Transportr may demand upfront payment to proceed with the shipment request.
- 6.6 All payments will be made in UAE dirhams by direct bank transfer only into Transportr's bank account detailed on the Invoice.
- 6.7 Transportr reserves the right, at its sole discretion, to apply charges for the use of the Platform.
- 6.8 If there is any discrepancy or dispute relating to the Invoice the Shipper should notify Transportr in writing of the dispute within five (5) business days from the date on which the Invoice is uploaded on the Platform.
- 6.9 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.



- 6.10 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 Shipper at the prevailing rate and will be paid by the Shipper to Transportr in addition to the Carrier's Fee in accordance with the payment in this Agreement.
- 6.11 Transportr will issue a tax Invoice and/or other relevant documents to the Shipper according to local tax regulations. All payments by the Shipper 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 Shipper 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.
- 6.12 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, without any liability to the other Party.
- 6.13 Shipper will be responsible for payment of any custom duties applicable on the shipments ("Custom Duties"), and/or import vat and VAT applicable on cost of Goods, including insurance, freight, incidental charges related to transportation, and on Custom Duties. In the event the Carrier or Transportr pays, on behalf of the Shipper, any Custom Duties and/or Import VAT and/or VAT, then Shipper will be responsible to reimburse the Transportr for such Custom Duties and/or Import VAT and/or VAT within three (3) days from the time such are uploaded onto the Platform. This clause will also apply to any shipments returned to the Shipper for any reason (undeliverable or not accepted by consignee).
- 6.14 In the event the Shipper fails to effect payment of an Invoice in accordance with this Agreement, then the Shipper shall be responsible to pay Transportr a late payment fee at the rate of up to 3% per month, on the unpaid amount of the outstanding Invoice(s), from the respective due date until full payment is affected.
- 6.15 Failure to pay the invoices within the agreed credit period may result in BL hold or blocking of account.
- 6.16 Cancellation fees and extra charges may be applicable as per the Carrier's User Agreement which may be invoiced separately to the Shipper.

## 7. SHIPPERS REPRESENTATION AND WARRANTIES

- 7.1 Shipper hereby warrants, represents, and undertakes that it shall fully perform and observe its obligations in this Agreement as follows:
- (a) **Authority. The Shipper** has the power and authority to accept this Agreement and to exercise its rights and perform its obligations under this Agreement.
  - (b) **License and Insurance.** The Shipper is lawfully authorized to conduct business in the Territory. The Shipper carries all licenses, insurances, permits, certificates and approvals that are necessary for the Goods it wishes to transport by using the Transportation Services, by the relevant authorities of the Territory. Upon Transportr's request, the Shipper agrees to provide a copy of any insurances and documents related thereto.
  - (c) **Illegal Activity.** The Shipper warrants that it shall not be involved in any illegal, restricted activity or engage in any illicit practice such as but not limited to smuggling or trafficking. It shall strictly not use the Transportation Services for the purpose of transporting any Restricted Material. The Shipper warrants that it shall at no time during the term of its contractual relationship with Transportr and thereafter engage in any type of conduct that is intended to directly or indirectly harm or defame Transportr's reputation.
  - (d) **Conditions of Goods.** The Shipper warrants that all Goods that it wishes to be transported by using the Transportation Services are legal, authorized, safe and insured. The Shipper further agrees that it shall not engage in the use of Restricted Material.



- (e) **Shippers Personnel.** Shipper warrants that all its' employees and personnel shall conduct all activities in a professional and co-operative manner and shall at all times comply with all laws, regulations and ethical standards in all aspects of their duty under this Agreement.
- (f) **Designated Contact Person.** Without limiting the obligations of the Parties hereto with respect to enquires, requests and or consents in relation to the Transportation Services or other commercial matters, the Shipper shall designate a contact person, via the Platform, with whom representatives of Transportr or Carrier may communicate regarding any queries or problems or other matters that they may have with respect to the above.
- (g) The Shipper shall ensure compliance with all applicable and export control and sanctions laws and regulations and will make Transportr aware to ensure smooth operation.
- (h) In case of any issues related to compliance, export laws, permits, mis declaration of cargo, lack of proper documentation and any unforeseen expenses which may result in carrier imposing fines and penalties shall be passed on to the Shipper as actual.
- (i) Transportr does not have marine insurance and will not be responsible for any cargo damage.
- (j) If Shipper has any insurance requirements it should be mentioned at the time of requesting a quote.
- (k) In case of cargo damage, Transportr will be responsible only to coordinate between Shipper and Carrier. Only if required, Shipper and Carrier will be connected to each other.

## 8. TERM AND TERMINATION

8.1 The contractual relationship between the Shipper and Transportr formed by this Agreement shall be effective from the time of the Shipper's acceptance thereof by registering an Account on the Platform and may only be terminated by de-activating the Account in accordance with the following:

- (a) By Transportr, without cause at any time upon written notice to the Shipper.
- (b) By either Party without cause at any time upon a thirty (30) day prior written notice to the other Party.
- (c) By either Party, immediately, with notice, for the other party's material breach of any of the terms and conditions of this Agreement.
- (d) By either Party, 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.

8.2 Notwithstanding the above, Transportr reserves the right in its sole discretion to cease or suspend providing all or any part of the Platform services immediately without any notice to the Shipper if:

- (a) the Shipper breaches, or threatens to breach, the terms of this Agreement.
- (b) Transportr is required to do so under any applicable law, rule or regulation.
- (c) if one or more of the Carriers terminate their business relationship with Transportr which results in Transportr not being able to fulfil its obligations.
- (d) continuing to provide Platform services could create a security risk or material technical or economic burden as determined by Transportr in its sole discretion.

8.3 Transportr maintains the right to terminate the Shipper's Account at any time.

8.4 The Shipper may stop using the Platform at any time by deactivating their online Account. Such de-activation shall be deemed as termination by the Shipper and shall be governed by the terms of this clause 8 shall apply.

8.5 Consequences of Termination. Termination of the contractual relationship between the Shipper and Transportr for whatever reason and in whatever form shall be without prejudice to the Shipper's ongoing obligations to pay in full to Transportr, all Invoices related to any Transportation Services acquired via the





Platform and the said Termination shall not affect the obligations of the Shipper towards the Carrier under the Carrier's Terms of Service which shall continue in full force until terminated in accordance with their respective terms and conditions.

## **9. LIMITATION OF LIABILITY AND INDEMNITY**

- 9.1 Shipper acknowledges and agrees that Transportr is a technology service provider who facilitates the individual commercial relationship between the Shipper and Carrier through a digital Platform. Transportr hereby expressly gives note that it does not provide any Transportation Services itself. It is the Carrier who will perform such Transportation Services to the Shipper based on the Carrier's Terms of Service (if any) and the User Agreement for Carriers and this Agreement. Transportr will have no liability whatsoever in relation to the Transportation Services provided by the Carrier to the Shipper and/or the Transportation Contract, except as expressly provided otherwise in this Agreement.
- 9.2 Shipper shall indemnify Transportr against all liabilities, costs, claims, fines, expenses, damages and losses incurred by Transportr as a result of any third party, including Carriers, making a claim against Transportr for the Shippers failure to comply with the Transportation Services and or the Transportation Contract.
- 9.3 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 Shipper 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 fulfil 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.
- 9.4 The Shipper 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 legal and attorney fees) (i) arising in connection with this Agreement or use of the Platform and (ii) for any breach of the Shipper's payment obligations under clause 6 of this Agreement.
- 9.5 Neither Party shall be liable for any 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 the other Party or any third party in relation to the provision of Transportation Services.

## **10. DATA PRIVACY CONSENT**

- 10.1 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 Shipper's details, company trade license, the name or location of the Shipper's requests where they require the Transportation Services, the identification number, names, telephone numbers of the personnel demanding the Transportation Vehicles , and Transportation Services or those handling the Goods, insurances covering the Goods (if any) etc. ("**Relevant Information**").
- 10.2 By accepting this Agreement, the Shipper authorizes Transportr to collect, store, process, register and transfer the Relevant Information in electronic or other form to the Carrier or any third party.
- 10.3 Transportr shall process personal data in accordance with its Privacy Policy available on the internet URL [www.transportr.com](http://www.transportr.com) and only if and to the extent necessary to fulfil the purpose of this Agreement. In doing so, Transportr warrants that it shall comply with applicable data protection laws including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.
- 10.4 The Shipper shall ensure that the Relevant Information is always accurate and up to date. The Relevant Information will only be used in accordance with the terms of this Agreement and the applicable laws.



## 11. GENERAL PROVISIONS

- 11.1 **No-Circumvention and No-Solicitation** Shipper 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 partners, Shippers and Carriers. Accordingly, the Shipper hereby irrevocably agrees not to directly or indirectly circumvent, avoid, bypass solicit, hire or attempt to hire, induce or encourage any employee or Carrier of Transportr. The Shipper hereby irrevocably agrees not to either directly or indirectly, solicit, circumvent, bypass, or enter into any transaction, corporation, arrangement, partnership, business opportunity with Transportr's Carriers, partners in business and/or affiliates in its projects, from the date of the activation of the Account and until twelve (12) months after termination.
- 11.2 **Confidentiality.** Transportr and Shipper, each undertake to respect and protect the confidentiality of all information with the exception of this Agreement and/or the use of the Platform and will not, disclose any such information to any third party, unless it is required to do so by any applicable law or regulation.
- 11.3 **Intellectual Property Rights.** All intellectual property rights such as trademarks, patents and copyrights, including any branding are and shall remain the sole property of the owner thereof and the other Party shall acquire no right or interest in such property or any right to use it without the owner's prior written consent.
- 11.4 **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, pandemics, terrorist acts, shortage of supply, unforeseeable breakdowns or malfunctions of the technical or digital system, power failures, war or civil unrest.
- 11.5 **Assignment.** The Shipper may not assign its rights and or obligations to any third party or let any third party use its registered Account, the Platform or the services without the prior written consent of Transportr.
- 11.6 **Subcontracting.** The Shipper acknowledges that the Carrier may sub-contract all or part of the Transportation Services without Transportr or the Shipper's prior consent. The Carrier shall accept complete responsibility for the acts or omissions of its licensed subcontractors that it hired or contracts with to perform or assist in the performance of the Transportation Services just as the Carrier is responsible for its own acts and omissions.
- 11.7 **Exclusivity.** Nothing herein shall confer any exclusivity upon the Shipper with respect to the contractual relationship between Transportr and you.
- 11.8 **Electronic Signatures.** The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, certified or approved electronic signatures under Federal Decree-Law No. 46 of 2021 On Electronic Transactions and Trust Services). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.
- 11.9 **Entire Agreement.** 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.



11.10 **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.

**12. GOVERNING LAW AND DISPUTE RESOLUTION**

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

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

TRANSPORTER