

Terms and Conditions

You agree that these terms and conditions constitute an agreement between you and Sila Development Company Limited, a Saudi company with Commercial Registration number (4030592581) dated (18-11-1438) issued from (Jeddah) ("SHIFT," SHIFT inc," we," or "us"), the Owner and operator of SHIFTinC.com, 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

The terms below shall have the meanings provided below in the "Terms and Conditions," "Privacy Policy," "Rental Agreement," "App," "Website," and the "Services."

"Rental Agreement" is the agreement through which you agree to abide by the terms and Conditions and the Privacy Policy pertaining to SHIFT inc. Com, to be incorporated into these Terms and Conditions as Appendix (1).

"Services" shall have the meanings provided below.

"User" means a person who uses SHIFT inc. App, Website, 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, Website and/or Services.

"User-Generated Content" means any Content that a User posts, uploads, publishes, submits, or transmits through the App, Website, 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, Website and/or Services, including any Content licensed from a third-party, but excluding User-Generated Content.

2. Services

The Services provided by SHIFT inc. to the user when using the App, Website and/or Services to search, select and book a vehicle via an automated or classic car rental process, signing the Rental Agreement, receiving notifications, using the App to receive and return the vehicle, and rating the Services, as well as encountering other features that we may introduce from time to time (the "Services").

Note that SHIFT inc. has the sole discretion to modify, add new features, substitute new services for existing Services, discontinue, suspend or terminate any existing App, Website 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, Website and/or Services, and any new services will be governed by this agreement.

First: Instructions on Activating Automated Car Rentals

- a) Once you have chosen a "Pick-City", "Pick-Up Location", "Drop-Off City", "Drop-Off Location", with the conceding dates and timings, a car selection screen will appear with the pricing depending on the number of days/hours you select.
- b) You will select your add-ons such as collision damage waiver, etc.
- 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 and invoice via the registered email. Please contact us immediately if you have made the booking by mistake, or if you discover any error in the confirmation.
- e) You will receive a notification prior to your scheduled booking time, and if you have registered as a passport holder or GCC citizen 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 Customer Service will verify your selfie photo against your ID and will accordingly verify your booking.
- g) A "Pick-Up" button will be enabled in the App within the "My Bookings" page on your side menu after the booking is confirmed, 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 with its coinciding license plate number. 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 before you proceed to complete the process.
- k) You will be sent an SMS code to your mobile device registered on ABSHER, and you will be requested to enter it in the required field to proceed.
- l) The App will integrate with IoT device to open the vehicle and the Rental Agreement will be activated after you enter the code.
- m) A message will be shown to you with instructions indicating the location of the key inside the vehicle's glove compartment after unlocking the vehicle.

Second: Instructions on Returning Automated Car Rentals

- a) A "Drop-Off" will be enabled within the "My Bookings" page on your side menu so that you can click on it to close the Rental Agreement.
- b) The App will guide you to the drop-off zone that you selected at the time of your booking.
- c) Once you reach the drop-off zone, which will be verified from the IoT device, the App will allow you to move to the next step within the drop-off process. If you were not within the designated drop-off zone, the App will guide you to the zone areas.
- d) 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.
- e) A window will appear and you will be required to acknowledge that you left the key inside the vehicle's glove compartment and close all doors.
- f) You will receive a notification message informing you that the doors will be locked and remind you to check that you have taken all of your personal belongings. Then the App will send a message to the IoT device to lock the vehicle.
- g) As a final step, a window will appear, and you will be required to acknowledge that the vehicle is locked.
- h) If the Customer returns the vehicle in a different city than the pickup city, extra drop-off charges will be applied .

Third: Type of Rentals

All rental rates, insurance rates, allowed mileage, and grace period change depending on the chosen or altered rental service duration, which are as follows:

- 1 hours to 2 hours: hourly rental
- 12 hours: half day rental
- 24 hours: daily rental
- 7 days and more: weekly rentals
- 30 days and more: monthly rentals

Fourth: Instructions on Rentals

Hourly rentals

- You will be able to book hourly rentals for up to 2 hours. You will have a grace period of maximum 5 minutes to drop-off the Car at the designated drop-off zone, otherwise your rental period will be automatically converted into a daily rental and the corresponding rates will be applicable.
- Hourly rentals will include:
 - a) the cost of gasoline, so you will not be charged for gasoline.
 - b) the cost of insurance coverage covering collision damage, so You will not be charged for full insurance; and
 - c) 40 kilometers free mileage per hour.
- You acknowledge that hourly rentals will be applicable to certain areas only and not all locations and that any extensions of the rental period exceeding two hours will not include the cost of gasoline, the cost of full insurance coverage, and will have a maximum of 125 free kilometers.

Half-day rentals

- You will be able to book a half day rental for up to 12 hours. You will have a grace period of a maximum 1 hour to drop-off the Car at the designated drop-off zone, otherwise, your rental period will be automatically converted into a daily rental and the corresponding rates will be applicable.
- Half day rentals will include 125 kilometers free mileage.

- You acknowledge that half day rentals will be applicable to certain areas only and not all locations.

Daily rentals

- You will be able to book daily rentals for up to 24 hours. You will have a grace period of maximum 2 hours to drop-off the Car at the designated drop-off zone, otherwise you will be charged for an extra hour (calculated as part of your daily rental charge) up to a maximum of 4 hours, and if the Car was not returned upon the lapse of 4 hours your rental period will be automatically converted into a two day rental charge and the corresponding rates will be applicable.
- Daily rentals will include 250 kilometers free mileage per day.

Weekly rentals

- You will be able to book weekly rentals for up to 29 days. You will have a grace period of maximum 2 hours to drop-off the Car at the designated drop-off zone, otherwise weekly charges will be applicable on a weekly basis, and if the Car was not returned by the 29th day, your rental period will be automatically converted into a monthly rental and the corresponding rates will be applicable.
- Weekly rentals will include 250 kilometers free mileage per day.

Monthly rentals

- You will be able to book monthly rentals for the rental period requested by You. You will have a grace period of maximum 2 hours to drop-off the Car at the designated drop-off location. In case of any delays in dropping-off the Car in excess of the 2 hours grace period, otherwise you will be charged for an extra hour (calculated as part of your monthly rental charge) up to a maximum of 4 hours, and if the Car was not returned upon the lapse of 4 hours your rental period will be automatically be charged for an extra day.
- Monthly rentals will include 250 kilometers free mileage per day.

Fifth: Instructions on Cancellation of Booking

- a) Click on the "My Bookings" tab
- b) Swipe left on the itinerary you wish to cancel
- c) A pop-up notification detailing the Terms and Conditions will appear
- d) Click on "I am aware of the terms and conditions required to cancel the booking"

- e) An e-mail with the cancellation details will be shared to your registered e-mail address

Sixth: Instruction on Booking Rescheduling

- a) Click on the "My Bookings" tab.
- b) Select the itinerary you wish to reschedule.
- c) Once you have chosen a "Pick-City", "Pick-Up Location", "Drop-Off City", "Drop-Off Location", with the revised dates and timings, a car selection screen will appear with the revised pricing based upon your selection.
- d) You will select your add-ons such as waiver of full insurance coverage, etc.
- e) You will proceed to the "Payment Information" screen which will summarize the revised charges.
- f) Your revised booking confirmation will be displayed in the App, and you will receive the revised booking confirmation and invoice via email. Please contact us immediately if you have made the booking by mistake, or if you discover any error in the confirmation.

Seventh: Instruction on Booking Extensions

- a) Click on the "My Bookings" tab.
- b) Select the itinerary you wish to extend.
- c) Select new "Drop-Off Date", and "Drop-Off Time".
- d) The App will show a summary of the revised charges for your extension request based on your selection.
- e) Your revised booking confirmation will be displayed in the App, and you will receive the revised booking confirmation and invoice via email. Please contact us immediately if you have made the booking by mistake, or if you discover any error in the confirmation.

Eighth: Paid Parking Policy

If you select a "Drop-Off Zone" that includes a paid parking area, you are requested to avoid using a paid parking or additional charges will be applied to your contract. If You select a "Pick-Up Location" that includes paid parking, SHIFT inc. will pay for 1 hour of parking and in case of any delays in excess of 1 hour, you will bear the additional parking costs.

3. Eligibility

You must be minimum 21 years of age to create an account with us and use the App and/or Services to rent a vehicle at any time.

THOSE UNDER THE MINIMUM AGE MAY NOT USE THE APP, WEBSITE AND/OR SERVICES.

If you do not qualify under these Terms and Conditions, you must not use the App, Website and/or Services. By using the App, Website 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, Website 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 and email 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 change 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, Website 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 inc. '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, Website 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, WEBSITE 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, Website 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, Website, Services, any Content, except as expressly permitted in this Agreement by SHIFT inc.
- Attempt to gain unauthorized access to, impair or use any aspect of the App, Website 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, Website and/or Services.

8. License Granted by User

You represent and warrant that you have the right to grant SHIFT Inc., 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 and technical purposes for improving the Services and/or the App's User experience.

You acknowledge and agree that you are solely responsible for all User-Generated Content that you make available through the App, Website 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, Website 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 App, Website and/or 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 your nominated payment method, as bookings for automated car rentals will not be confirmed unless payment has been processed by a Credit Card, MADA, or Apple Pay.

In addition to the above mentioned payments, you acknowledge that you may be liable at the end of the Rental Agreement to pay to SHIFT inc. any additional charges payable that might apply at the closure of the rental period pursuant to the Rental Agreement, except the rental rates, you acknowledge that all extra charges which applied on the closure of the Rental Agreement are nonrefundable at any circumstances in which, unless SHIFT inc considers that a refund is suitably justified and provided that you have notified SHIFT inc of your request for a refund 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, Website 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. Booking Management

11.1 General Policies

- Every client has the right to have many bookings with different dates but not intersect, but the system will allow only one active rental agreement with one vehicle at a time.
- The system will not allow the client to pick up the vehicle on an upcoming booking if there is an active agreement on the client's account.
- The client has no right to extend the drop-off date of the active agreement if this conflicts with the date of opening a new rental agreement, "the scheduled pick-up date of another car."

- The client has no right to reschedule the pick-up date of the car if this conflicts with the date of opening a new rental agreement, the "scheduled pick-up date of another car."

11.2 Cancellation of Booking Policy

- If you cancel a booking at least (24 hours) before your scheduled pick-up date and time, you are eligible to receive a full refund of the booking payment you made.
- If you cancel a booking within less than (24 hours) of your scheduled pick-up date and time, you will be charged for (1 day) rate.
- In case a booking is made for greater than (1 day), the booking will be considered cancelled if the pick-up has not been completed within (4 hours) of the scheduled "Pick-Up Time". In such cases a charge of (1 day) will be debited and the balance refunded for the remainder of the booking duration.
- In case a booking is made for a half-day (12 hours), the booking will be considered canceled if the pick-up has not been completed within (2 hours) of the scheduled "Pick-Up Time". In such cases, a charge of half-day (12 hours) will be charged to the client.
- In case a booking is made for 1 or 2 hours (hourly rental), the booking will be considered canceled if the pick-up has not been completed within (20 minutes) of the scheduled "Pick-Up Time". In such cases a full charge of the duration will be applied.

11.3 Booking Rescheduling Policy

You may reschedule your booking through the App up to (24 hours) before your scheduled "Pick-Up Time", without being subject to any additional charge or penalty. Requests to reschedule a booking less than (24 hours) from the confirmed "Pick-Up Time" will be subject to a reschedule charge, which will be equivalent to 1 day's rate for rental period of (1 day) or more and will be calculated at the rate specified for the revised "Pick-Up Date". Half day and hourly rentals rescheduled less than (24 hours) of the confirmed "Pick-Up Time" are not applicable and you will be charged for the full rental duration.

11.4 Booking Extension

You may extend your booking during your rental period (subject to availability) to a future date with the charges for the extended duration appearing prior to the confirmation of the booking extension.

11.5 Additional Driver

You are able to assign an additional driver to your booking through "My Bookings" tab by clicking on the itinerary you wish to add an additional driver. The driver should be registered on our App, and you will need to add the Driver's ID number and mobile number then confirm the request. An additional charge will be displayed for your confirmation. In case the additional driver is not registered on the App, registration will be required in order to complete the process.

11.6 Refund Policy

Once eligible for a refund or cancelation, your request will be received in the system. Whether full/partial refund, it takes 1 business day for the refund to be processed and 10-15 business days for the refunded amount to show up in your account.

12. Intellectual Property Rights

You acknowledge and agree that all intellectual property rights in the App, Website and/or Services is the sole ownership of SHIFT inc. You further acknowledge and agree that the rights in the App, Website 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, Website 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, Website and/or Services are owned by SHIFT inc. 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, Website 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, WEBSITE 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, Website 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, Website 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, Website and/or Services or any other data or information provided or received through the App, Website 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, Website or any other security associated with the transmission of sensitive information. SHIFT inc. does not warrant that the App, Website and/or Services will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the App, Website Services, and/or any other 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, these Terms and Conditions, and/or the Privacy Policy, 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, Website 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, Website and/or Services; (b) your breach or violation of any of these Terms and Conditions, this Agreement, and/or the Privacy Policy; (c) SHIFT's use of your User-Generated Content, Collected Information, and/or Personal Information pursuant to the Privacy Policy; 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, Website 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, Website 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@shiftinc.com. 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. Account Deletion:

If You are using the App on an iOS device, You have the option to delete your account.

However, if You have an active or upcoming booking or have an outstanding balance on your account then You cannot delete your account until there's no active or upcoming booking and there is no outstanding balance on your account.

Although your account will be deleted from the App, your booking and transactions history will be retained in our database in case a dispute may arise in the future.

21. 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).

22. 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, Website 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 laws applicable to their use of the App and/or Services.

Language

SHIFT inc. provides this App, Website 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 if any inconsistencies or conflicts arise among the different language versions, the English text will prevail.

Contact Us

We are available 24 hours/ 7 days per week. Should you have any questions or inquiries regarding these Terms and Conditions and/or our Privacy Policy, please call us 920014818, or contact us on e-mail us at info@shiftinc.com or submit the information to the following address:

Sila Development Company Limited, Commercial Registration No. (4030592581).

Address: Building No. 7790 Corniche Rd, Al Shatie Dist, 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 the driver ("Vehicle") is considered as an integral part of this Rental Agreement.

2. Driver Acknowledgments and Undertakings

- 2.1 Driver acknowledges that through a visual inspection of the vehicle's exterior, 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 they will be fully responsible for any damage that may occur to such vehicle for a rental period due to negligence for changing the engine oil, lubrication, water, radio, tire air, or any other reason due to the driver.
- 2.3 Driver agrees that in case of maintenance is required for the rented vehicle, SHIFT inc, and the 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 the following:
 - All reasonable care is taken when driving and parking the vehicle.
 - Maintaining the water in the car radiator and battery at the appropriate level
 - The oil in the vehicle is maintained at the proper level, and the driver is required to secure the needed maintenance for the engine oil Should

the oil warning light highlight a shortage of oil, the driver is required to either replace the rented vehicle from the Owner or go to an authorized workshop which Owner deals within oil maintenance.

- The Driver will receive a quarter of a fuel tank.
- Use only premium fuel and carry out any shortage to the quantity upon the due date for vehicle return. The driver will be required to pay the cost of filled liters as per the government's announced prices, plus the fuel filling service charges by 10% per liter, which will automatically be charged to your rental contract., except in the case of hourly rentals for up to 1-2 hours maximum, no fuel cost will be charged;
- The tires are maintained at their proper pressure.
- The vehicle is always locked and secure when it is not in use and the keys always kept under the driver's personal control.
- The distance recorder or speedometer are not interfered with.
- No part of the engine, transmission, braking, or suspension systems is interfered with.
- Should a warning light be illuminated, or the driver believes the vehicle requires mechanical attention, the driver will stop driving and contact the Owner (Customer Service @ 920014818) 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 the driver returns the vehicle.

3. Use of Vehicle

Upon executing this Rental Agreement, the 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 the driver's authority.

- operate the vehicle or allow it to be operated in circumstances that constitute an offense 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 pacemaker 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 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 or at the Drop Off zone designated by the Owner– 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 (48) 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 changes or extensions to rental period, if any.
 - 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 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.

- applicable parking fees in case of late pick up by driver.
- 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 the odometer.
- In the event that a vehicle transport service is needed due to misuse by the driver. A withdrawal / transfer fee of SAR 200 will be added to the agreement.

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 after the expiry of the rent period.

- 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; and
- 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 199033). 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. Additional Charges

11.1 Other charges may apply such as:

- a. In the event that the vehicle is returned in an excessively soiled condition that requires additional cleaning or deodorization, including, but not limited to liquid spills, food, vomit, other stains and unpleasant odors including cigarette smoke; The customer is subject to an additional fee for additional cleaning (250 riyals)
- b. The customer is fully responsible in the event of completing the procedures for handing over the car, and in the event of negligence or non-compliance, he bears the full responsibility, until the car is secured by any of the SHIFT team; In the event that the vehicle is left uninsured during delivery and this includes, but is not limited to, leaving the windows partially or completely open, leaving the vehicle open, and leaving one or all of the vehicle doors open, the customer is subject to an additional fee (150 SAR)
- c. Lost keys: If the key is lost by the customer when returning the car, the value of the key is collected based on the estimated value of the key from the agency.
- d. In case the key has not been placed in the glove compartment as instructed by the application, the customer shall be charged (125 SAR). This includes but is not limited to the customer leaving the key on the car seat, on top of the dashboard, under the seat, Placed in Incorrect Location

12. Final Settlement

Driver will upon the completion of the rent period, return the vehicle to the specified "Drop-Off Zone" selected at the date and time specified in the "Booking Confirmation". 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.

13. 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.

14. 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.

15. 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.

16. 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 the Saudi Central Bank (SCB).

This agreement is an electronic copy of which is shared/accessible to the parties herein. In witness thereof, the parties herein or their authorized representative agreed to enter into this agreement by submitting the "Verification Code" within the App and accepting the terms and conditions.