

**BE MECHANIC PUBLICITY AND ADVERTISING W.L.L,
CUSTOMER TERMS AND CONDITIONS**

CR: 171391-1, Flat/Shop No. 21, Building 6, Road 355, Block 327, Manama, Al Adliyah, Kingdom of Bahrain

Last updated: 11 December 2024 These Terms of Use, privacy, and the rules, policies, terms and conditions set forth in, referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the "Agreement." This Agreement constitutes a legal agreement between you ("you") and **BE MECHANIC PUBLICITY AND ADVERTISING W.L.L.** (incorporated in the Kingdom of Bahrain, CR No. 171391-1, Address: Flat/Shop No. 21, Building 6, Road 355, Block 327, Manama, Al Adliyah, hereinafter referred to as "B MECHANIC," "we" or "us"). This Agreement sets forth the terms of use ("Terms") that govern the access or use by you of applications, websites, content, products, programs and services made available by B MECHANIC (the "Services"), **including an agreement to engage in binding arbitration to resolve any disputes between us.** PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. Your access and use of the Services constitutes your agreement to be bound by this Agreement. If you do not agree to the Terms, you may not access or use the Services. The Terms, together with any Supplemental Terms (as defined below), expressly supersede prior agreements or arrangements with you, and supersede content or information you read or have access to at other places, such as our website, emails, or applications. B MECHANIC may immediately terminate this Agreement or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason or no reason. Supplemental terms or policies applicable to any particular Service ("Supplemental Terms") will be disclosed to you. Supplemental Terms may include terms and conditions of any particular event, activity, program or promotion. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over these Terms in the event of a conflict with respect to the applicable Service(s). B MECHANIC may amend the Terms from time to time. Amendments will be effective upon B MECHANIC's posting of such updated Terms or such amended Supplemental Terms. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. By accessing and using the Services, you represent and warrant that: (i) you are at least 18 years old and are a legal adult in the jurisdiction in which you reside; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the Terms, and that you will so abide. If you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement. The Services are not available to anyone under 18 years of age, or to any individual whose account has been terminated. Your account may not be used for Services to be performed for another person.

The Services

The Services constitute a technology platform including websites and mobile applications (the "B MECHANIC Platform") that enables users to access a network of Vendors, or - independent third party vehicle Service Providers (mechanics, towing service providers, or other independent contractors) ("Technicians"), and/or to arrange for vehicle inspection, diagnosis, maintenance, repair, towing or related services ("Vehicle Services"). WE DO NOT PROVIDE VEHICLE SERVICES, AND WE ARE NOT THE EMPLOYER OF ANY THIRD PARTY PROVIDER. You acknowledge that we do not supervise, direct, or control a Vendor's work or Services performed in any manner. A Vendor provides services to you as an independent contractor, and is not an employee, joint venture, partner, agent, or franchisee of B MECHANIC for any purpose whatsoever. License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to access and

use the Services subject to the Terms of this Agreement. Any rights not expressly granted herein are reserved by us.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by us; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Ownership.

The Services and all rights herein are and shall remain our property. Neither these Terms nor your use of the Services convey or grant to you any rights in or related to the Services, except for the limited license granted above, or to use or reference in any manner our company names, logos, product and service names, trademarks or services marks. All content appearing on the B MECHANIC Platform is our property or the property of our partners and is protected by international copyright laws. Certain names, graphics and logos are trademarks, service marks, or trade dress (together, "Marks") of B MECHANIC. Our Marks may not be used for any purpose except pursuant to our Trademark Usage Policy. All other Marks are the property of their respective owners and may not be used without their prior written consent.

Your Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain a user account ("Account"). Account registration requires you to submit certain personal information, such as your name, email address, address, vehicle information, and/or mobile phone number, and/or at least one valid payment method (e.g., a credit card). You agree to maintain accurate, complete, and up-to-date information in your Account. Your vehicle information may include the license plate number, VIN (Vehicle Identification Number), make, model, year, engine size, trim, etc. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or B MECHANIC's termination of this Agreement. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. We are not liable for any loss that you may suffer through the use of your password by others. You must notify us immediately of any unauthorized use of your Account or of any other breach of security known to you with respect to B MECHANIC.

Scheduling a Job.

To request an appointment for Vehicle Services (a “Job”, “Job Request”, an “Order”), you may be asked to specify the type of service that you think is required, the location where you would like the Job to be performed, and the date and time that you would like the Job to take place. You agree that it is your responsibility to provide a suitable location for the Job, and to ensure that the Vendor has proper access and permission, and is legally authorized to complete the Job at the location. Once you submit a Job Request, we may provide you with a price and/or a list of possible Vendors along with their experience information and “rating” based on previous customer reviews (if applicable). We reserve the right to modify, add, or delete items and/or price at any time prior to billing you. If you have agreed with the Vendor to modify, add, or delete items in the Job Request, or to reschedule a Job, you must notify us. When you reschedule a Job, you agree to do so through the B MECHANIC Platform. You agree to treat Vendors courteously and lawfully, to provide a safe and appropriate working environment that is in compliance with all applicable laws and regulations, and to provide reasonable cooperation to enable Vendors to complete the Job. We do not control the availability of the independent Vendors on the B MECHANIC Platform. You acknowledge that your selected Vendor may be unavailable from time to time, e.g. due to illness, or vacation. Plastic, composite and rubber engine and cooling system components are often affected by age and temperature fluctuations and become fragile over time. Because of this, such parts can break or even disintegrate during procedures that involve their disassembly or handling. You understand that B MECHANIC will not be held liable for these types of component failures.

Communications.

You expressly consent and agree to receive communications from us, including via e-mail, text message, calls, and push notifications, to the cellular telephone number you provided to us. You understand that you may receive communications sent by or on behalf of B MECHANIC or its affiliated companies, or Vendors, including operational communications concerning your Account, use of the B MECHANIC Platform or Services, updates concerning new and existing features on the B MECHANIC Platform, communications concerning promotions, and news concerning us and our Services. You agree to our use of a service provider to mask your telephone number when you call or exchange text messages with a Vendor. During this process, we will receive and store data, including the date and time of the call or text message, the phone numbers, and the content of the text messages. You agree to our use and disclosure of this data for legitimate business purposes. We may send you confirmation and other transactional emails regarding the Services. We may also send you emails or text messages about services that we think might interest you ("Promotional Emails"). You can unsubscribe from Promotional Emails at any time by contacting us.

Promotional Codes or Credits.

We may create promotional codes or credits that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Vendor's services, subject to any additional terms associated with each promotion ("Promo Codes"). You agree that Promo Codes: (i) must be used by the intended audience and for the intended purpose and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to B MECHANIC; (iv) may only be used pursuant to the specific terms that we established for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. B MECHANIC reserves the right to interpret how the Promo Codes will be used, or to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that we

determine or believe that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Content.

We may permit you from time to time to submit, upload, publish or otherwise make available textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to us, you grant us a worldwide, perpetual, irrevocable, transferable, unrestricted, non-exclusive, absolute, royalty-free license, with the right to sublicense, to use, copy, modify, transmit, reproduce, exhibit, disclose, display, transform, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. Further, we shall be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including developing, manufacturing and marketing products and/or services incorporating any User Content. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant us the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by us in our sole discretion, whether or not such material may be protected by law. We may, but shall not be obligated to, review, monitor, or remove User Content, at our sole discretion and at any time and for any reason or no reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the compatible hardware or devices and data network access necessary to use the Services. The Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications and we shall not be held liable for any such malfunction or delay.

Payment Terms

You understand that use of the Services may result in charges to you for the Vehicle Services you receive from a Vendor ("Charges"). Charges may include any applicable local taxes. At the time you schedule a Job, we will record your preferred payment method information and validate your payment information. You authorize the payment of Charge(s) according to your preferred payment method information, or, if applicable, the payment of a cancellation fee if you cancel the Job and the payment of rescheduling fee if you reschedule the Job. You agree not to make any alternative payment arrangement with the Vendor who performs the Job. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any

damages that may result therefrom. We will facilitate your payment of the applicable Charges on behalf of the Vendor, as such Vendor's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Vendor. Charges paid by you are final and non-refundable, unless otherwise determined by us. All Charges are due immediately. If your primary payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that we may, as the Vendor's limited payment collection agent, use a secondary payment method in your Account, if available. We reserve the right to establish, remove and/or revise Charges for any or all Vehicle Services at any time in our sole discretion. If a Vendor changes the Vehicle Services needed, or adds additional Vehicle Services, you authorize the payment of updated or modified Charges. If the Vendor determines that your car requires services other than the Vehicle Services you specified in your original Job Request or that the Vendor is not able to perform such work, you may be charged a separate diagnosis fee.

Refund, Return or Exchange Policy

At B MECHANIC, we strive to provide high-quality, at-home car services via our network of trusted third-party service providers. However, due to the nature of the services offered (on-site car repairs, maintenance, and related services), we do not provide returns or exchanges on services once completed.

Service Cancellation:

Customers are entitled to cancel their service order within 5 minutes of placing the order without incurring any cancellation fee. After this window, a cancellation fee may or may not apply depending on the circumstances.

Dispute Resolution:

If you are dissatisfied with the service rendered, you are encouraged to contact B MECHANIC immediately. We will work with the service provider to resolve any issues, which may include offering a re-service or partial refund, depending on the circumstances.

If a service provider fails to show up at the scheduled time or provides inadequate service, we will assess the issue and, if necessary, offer a full refund or re-booking.

In case of receiving a damaged or faulty product, or an inadequate service, you may be entitled to a full refund after an assessment or inspection is made.

Return or Exchange of Products:

In cases where a physical product (such as a car part, battery, or accessory) is involved in the service, you may or may not be entitled to a return or exchange of the product. Returns or exchanges are subject to the service provider's own policies as well as the manufacturing company's return policy for the specific product. We recommend reviewing both before purchasing.

Note: Refunds or re-services are subject to approval after assessing the situation and communication with the vendor.

Termination; Cancellation

Termination by B MECHANIC.

We may terminate this Agreement or terminate or suspend your Account immediately at any time for any reason or for no reason upon notice to you. If we terminate or suspend your Account, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your Account, we reserve the right to pursue any available legal action. When terminating your Account, we may delete the Account and any information in it. You have no ownership rights to your Account.

Termination by You.

You may terminate this Agreement by completely and permanently ceasing to use the Services (provided that there are no outstanding Services ordered under your Account). If you attempt to terminate this Agreement while there are still outstanding Services ordered under your Account, this Agreement shall not terminate until such Services have been performed or otherwise canceled as permitted by this Agreement.

Order Cancellation by You.

You may cancel a scheduled Job at any time, subject to the following. If you cancel within 5 minutes of placing a Service request or Job that has been accepted by a Service Provider, there is no cancellation fee. If you cancel after 5 minutes of placing the Service request or job that has already been accepted by the Service Provider, you may be charged for a cancellation fee based on the circumstances. We reserve the right to establish, remove and/or revise our cancellation policy or cancellation fees at any time in our discretion.

Order Cancellation by the Service Providers.

When a Service Provider cancels a scheduled Job, we generally notify you and make your Service request available for another Vendor. However, we cannot guarantee that a canceled Job will be selected by another Vendor and rescheduled or that the Job Request will be completed. Vendors reserve the right to refuse a Job Request. You hereby agree to hold us harmless from any liability that may result from the cancellation of a Job or refusal of a Vendor to complete a Job. There may be instances where, after a Vendor has arrived at your location, the Vendor finds that they are not able to successfully complete the Job, for reasons including, without limitation, that the Vendor does not have access or permission to work on your vehicle at the location you provided, that the location is not fit for automotive services (e.g., hill or uneven surface), or that the information you provided with respect to your vehicle is inaccurate or incomplete. In such instances, you hereby agree to hold us harmless from any liability.

Inspection or Diagnosis Work

We do not provide inspections that are equivalent to Ministry. Obtaining any inspection from Vendors through the B MECHANIC Platform does not indicate that your vehicle would pass a Ministry.

If you schedule a diagnosis Job with a Vendor, he or she will first seek to diagnose the problem. In performing a diagnosis, he or she may go through a step-by-step process to rule out or confirm part failures through visual inspection and/or appropriate tests. Although Vendors use their experience in performing diagnoses, we cannot guarantee that any particular diagnosis will identify all of the problems with your car (and/or solutions) during the first inspection. Sometimes, the only way to get to the root cause of a problem is to go through a process of elimination – that is, to replace a part suspected to be defective and then see whether the problem still exists.

After receiving a diagnosis, you may request subsequent repair work recommended based on the diagnosis. You agree that our [Limited Warranty](#) applies only to such repair work, not to the completeness of the diagnosis or to any problems that you may be experiencing with your car (other than a problem with the replaced part itself). For example, if your car has an oil leak, the leak may be coming from two or three different places in your engine. The Vendor may recommend replacing the part responsible for the most obvious source of the leak, and then recheck the car to see if there are other components that are leaking too. You understand that, if there are other leaking components, replacing those other components would be separate work subject to an additional Charge.

Pre-purchase Inspection

B MECHANIC's services are similar to what you would see and hear if you were to inspect the car yourself and you had the same level of experience as the Vendor. Since many aspects of the inspection are subjective, the Vendor is providing you with his or her opinion. If you were to perform the inspection yourself, you might come to different conclusions.

Each inspection is limited to the items expressly stated in the inspection report. If you request inspection of an item not included within the inspection report, the Vendor may make a reasonable effort to inspect that additional item; however, there is no guarantee that the additional item will be inspected. If reference to the additional item is not expressly included in the inspection report, you should assume that the item was not inspected.

Vendors may test drive vehicles, but a test drive is not a required aspect of a pre-purchase inspection report. Unless the inspection report specifically states that a test drive was conducted, no such test drive was conducted.

Pre-purchase inspection reports are not guaranteed or warranted, because changes in the vehicle can occur and/or manifest themselves between the time of inspected and the time of purchase, and because during a pre-purchase inspection the Vendor cannot see inside an engine or transmission and does not take the whole car apart to check every component in the car. Thus, impending failures may not be evident at the time of inspection.

Neither we nor any Vendor advises on the value of any vehicle, whether or not to purchase a vehicle, or authenticates a vehicle's origin. Regardless of any comments made by a Vendor, you purchase or decline

to purchase a vehicle at your own risk. We do not determine if a vehicle is emission compliant or whether a vehicle will perform properly.

Vetting of Third Party Providers

Vendors may be subject to an extensive vetting process before they can register for and during their use of the B MECHANIC Platform. Although we may perform background checks of Vendors, we cannot confirm that each Vendor is who they claim to be and therefore, we cannot and do not assume any responsibility for the accuracy or reliability of identity or background check information or any information provided through the B MECHANIC Platform. When interacting with Vendors, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE B MECHANIC PLATFORM AND YOU HEREBY RELEASE B MECHANIC FROM ANY LIABILITY RELATED THERETO. WE WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE B MECHANIC PLATFORM.

Limited Warranty

The terms and conditions of our Limited Warranty are incorporated into this Agreement by reference. We may amend the Limited Warranty from time to time, your continued access or use of the Services after posting constitutes your consent to be bound by the terms of the Limited Warranty as amended.

Disclaimers

THE SERVICE AND PARTS ARE MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY. YOU USE THE SERVICES ENTIRELY AT YOUR OWN RISK. WE DO NOT PROVIDE, AND SPECIFICALLY DISCLAIM, ANY REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY OTHER PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) THAT THE B MECHANIC PLATFORM WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION; (VII) THAT ANY DEFECTS OR ERRORS IN THE B MECHANIC PLATFORM WILL BE CORRECTED; (VIII) THAT SERVICES OFFERED WILL BE AVAILABLE IN ALL MARKETS; OR (IX) THAT THE B MECHANIC PLATFORM IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. B MECHANIC MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. B MECHANIC DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Limitations of Liability

YOU AGREE NOT TO HOLD B MECHANIC (OR, ITS STOCKHOLDERS, AFFILIATES, LICENSORS, PARTNERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND CONTENT PROVIDERS (COLLECTIVELY, "MEMBERS")) LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR

UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE B MECHANIC PLATFORM OR ANY SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT, DELAY OF PERFORMANCE OR OMISSION OF ANY USER OR THIRD PARTY PROVIDER (OR ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER), ANY DISPUTE WITH ANY USER OR THIRD PARTY PROVIDER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY B MECHANIC OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION.

UNDER NO CIRCUMSTANCES WILL B MECHANIC OR MEMBERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST EARNINGS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. B MECHANIC AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE B MECHANIC PLATFORM.

THE B MECHANIC PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. WE ARE NOT RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDER AND YOU EXPRESSLY WAIVE AND RELEASE B MECHANIC FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING FROM OR IN ANY WAY RELATED TO ANY THIRD PARTY PROVIDER. WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN YOU AND ANY THIRD PARTY PROVIDER. THE QUALITY OF THE SERVICES SCHEDULED OR REQUESTED THROUGH THE USE OF THE B MECHANIC PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE B MECHANIC PLATFORM, YOU MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE B MECHANIC PLATFORM, AND THIRD PARTY PROVIDER, AT YOUR OWN RISK. NOTHING IN THIS AGREEMENT OR THE B MECHANIC PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATING TO VEHICLE SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT B MECHANIC OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE AND TOTAL LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTION, EXCEED THE AMOUNT INVOICED FOR THE ASSOCIATED JOB.

BY USING THE B MECHANIC PLATFORM, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE B MECHANIC PLATFORM.

Governing Law

This Agreement shall be construed, interpreted and governed entirely by the laws of the Kingdom of Bahrain.

Indemnification

You hereby agree to indemnify, defend, and hold harmless B MECHANIC and Members from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys' fees and costs incurred), in connection with or resulting from, directly or indirectly: (i) your use or misuse of or inability to use the B MECHANIC Platform, and/or the Services, (ii) your violation of this Agreement, (iii) your violation of any applicable law or regulation; (iv) your violation of the rights of another (including Vendors), and (v) your information and content that you submit or transmit through the B MECHANIC Platform. B MECHANIC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of B MECHANIC.

Dispute Resolution

Arbitration.

Any dispute or claim relating in any way to your use of the B MECHANIC Platform or any Vehicle Services will be resolved by binding arbitration within the parameters of the applicable law locally.

Other Provisions

General.

You may not assign these Terms without B MECHANIC's prior written approval. B MECHANIC may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of B MECHANIC's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, B MECHANIC or any Vendor as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. B MECHANIC's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by B MECHANIC in writing.

Complaints of Copyright Infringement.

We respect the intellectual property of others. We will respond to properly submitted notices of alleged copyright infringement that comply with applicable law. In the event that a person or entity has a good faith belief that any materials provided through the B MECHANIC Platform or in connection with the Services infringe upon that person's or entity's copyright or other intellectual property right (such person or entity, a "Complainant") and sends to us a properly submitted copyright notice as indicated below, we will investigate, and if we determines, in our discretion, that the material is infringing, we will remove the content. All notices claiming an infringement of copyright rights must contain the following: (i) identification of the intellectual property right that is allegedly infringed (all relevant registration numbers, or a statement concerning the Complainant's ownership of the work, should be included); (ii) a statement

specifically identifying the location of the infringing material, with enough detail that we may find it (please note it is not sufficient to merely provide a top level URL); (iii) the complete name, address, telephone number and e-mail address of Complainant; (iv) a statement that Complainant has a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law; (v) a statement that the information contained in the notification is accurate, and under the penalty of perjury, Complainant is authorized to act on behalf of the owner of the copyright or other property rights that are allegedly infringed; and (vi) a physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property rights that are allegedly being infringed.

Notice.

B MECHANIC may give notice by means of a general notice through the B MECHANIC Platform, electronic mail to your email address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after posting or 12 hours after sending (if sent by email). You may give notice to B MECHANIC, with such notice deemed given when received by B MECHANIC, at any time.

Links to Other Websites and Display of Others' Brand Names or Logos.

The B MECHANIC Platform may contain logos and/or brand names of third parties, and/or links (such as hyperlinks) to third-party websites. Such brands, logos, and links do not constitute our endorsement of those parties, sites or their content. They are provided as an information service, for reference and convenience only. We do not control any such sites, and are not responsible for their availability or accuracy, or content, advertising, or products or services. The existence of links on the B MECHANIC Platform to such websites (including without limitation external websites that are framed by the B MECHANIC Platform as well as any advertisements displayed in connection therewith) does not mean that we endorse any of the material on such websites, or have any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites. We expressly disclaim any liability arising in connection with your use and/or viewing of any websites, others' brands or logos, or other material associated with links, logos or brand names that may appear on the B MECHANIC Platform. You hereby agree to hold us harmless from any liability that may result from the use of links that may appear on the B MECHANIC Platform.

Questions.

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