

Terms and conditions

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the "Express Assist" mobile application ("Mobile Application" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and Express Assist ("Express Assist", "we", "us" or "our"). By accessing and using the Mobile Application and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Mobile Application and Services. You acknowledge that this Agreement is a contract between you and Express Assist, even though it is electronic and is not physically signed by you, and it governs your use of the Mobile Application and Services.

- ExpressAssist pays roadside assistance service providers a fixed amount of only 5 BD for each service provided.
- When requesting roadside assistance services from the Bahraini side of King Fahd Causeway, ExpressAssist only bears a fixed amount of 5 BD; and any other additional amounts are subject to agreement between the service requester and the roadside assistance service provider and shall not be incurred by ExpressAssist.
- When requesting roadside assistance service from Durrat Al Bahrain, ExpressAssist only bears a fixed amount of 5 BD; and any other additional amounts are subject to agreement between the service requester and the roadside assistance service provider and shall not be incurred by ExpressAssist.
- ExpressAssist only incurs the cost of roadside assistance services in the cases where the vehicle of the service requester is actually broken down, and any act of fraudulence otherwise by any party shall result in legal liability.
- ExpressAssist reserves the right to revoke the subscription of the roadside assistance service requester without any compensation in cases of proven misuse by the roadside assistance service requester of the services provided through ExpressAssist application.
- The roadside assistance service requester has the right to receive the services provided through ExpressAssist in the following cases:
 1. When a vehicle breaks down on the road
 2. When the vehicle is not working properly for any reason
 3. When using the vehicle poses a threat, like in cases of overheating.
- ExpressAssist reserves the right to revoke the membership of the roadside assistance service provider; permanently or temporarily, in cases of proven misuse by the roadside assistance service requester of the services provided through ExpressAssist application.
- ExpressAssist reserves the right to decline membership requests of roadside assistance service providers whom it may considers ineligible for membership according to its own discretion.
- ExpressAssist reserves the right to revoke the membership of roadside assistance service providers in cases of proven falsification, fraudulence, or misuse contrary to the agreed Terms of Use, in addition to resourcing to the concerned Bahraini laws and legislations.

- The roadside assistance service requester is not entitled to request the service whenever the vehicle is at a vehicle repair shop.
- Whenever a vehicle is transported to a vehicle repair shop, it cannot be relocated.
- The amount of the annual subscription is non-refundable, only unless in cases subject to the sole discretion of ExpressAssist.
- The validity of the subscription is one year; starting from the day of subscription and payment, and ends after one full year.
- Roadside assistance service requester:
 - Is a vehicle owner who registered in the ExpressAssist application following their payment of the fixed annual subscription amount for a period of time that starts and ends at predefined dates.
- Roadside assistance service provider:
 - Is a roadside assistance service provider who registered in the ExpressAssist application following their agreement to the Terms of Use.

Accounts and membership

You must be at least 18 years of age to use the Mobile Application and Services. By using the Mobile Application and Services and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age. If you create an account in the Mobile Application, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

Accuracy of information

Occasionally there may be information in the Mobile Application that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Mobile Application or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Mobile Application including, without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Mobile Application should be taken to indicate that all information in the Mobile Application or Services has been modified or updated.

Third party services

If you decide to enable, access or use third party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against Express Assist with respect to such other services. Express Assist is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting Express Assist to disclose your data as necessary to facilitate the use or enablement of such other service.

Advertisements

During your use of the Mobile Application and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Mobile Application and Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

Links to other resources

Although the Mobile Application and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links in the Mobile Application may be "affiliate links". This means if you click on the link and purchase an item, Express Assist will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link in the Mobile Application and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Mobile Application and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Mobile Application and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Mobile Application and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Mobile Application and Services for violating any of the prohibited uses.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Express Assist, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Express Assist and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Express Assist for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Mobile Application and Services at any time, effective upon posting of an updated version of this Agreement in the Mobile Application. When we do, we will revise the updated date at the bottom of this page. Continued use of the Mobile Application and Services after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Mobile Application and Services you agree to be bound by this Agreement. If you do not agree to

abide by the terms of this Agreement, you are not authorized to access or use the Mobile Application and Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to ExpressAssist.app@gmail.com

Privacy policy

This privacy policy ("Policy") describes how the personally identifiable information ("Personal Information") you may provide in the "Express Assist" mobile application ("Mobile Application" or "Service") and any of its related products and services (collectively, "Services") is collected, protected and used. It also describes the choices available to you regarding our use of your Personal Information and how you can access and update this information. This Policy is a legally binding agreement between you ("User", "you" or "your") and Express Assist ("Express Assist", "we", "us" or "our"). By accessing and using the Mobile Application and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. This Policy does not apply to the practices of companies that we do not own or control, or to individuals that we do not employ or manage.

Automatic collection of information

When you use the Mobile Application, our servers automatically record information that your device sends. This data may include information such as your device's IP address and location, device name and version, operating system type and version, language preferences, information you search for in the Mobile Application, access times and dates, and other statistics.

Information collected automatically is used only to identify potential cases of abuse and establish statistical information regarding the usage of the Mobile Application and Services. This statistical information is not otherwise aggregated in such a way that would identify any particular user of the system.

Collection of personal information

You can access and use the Mobile Application and Services without telling us who you are or revealing any information by which someone could identify you as a specific, identifiable individual. If, however, you wish to use some of the features in the Mobile Application, you may be asked to provide certain Personal Information (for example, your name and e-mail address). We receive and store any information you knowingly provide to us when you create an account, make a purchase, or fill any online forms in the Mobile Application. When required, this information may include the following:

- Personal details such as name, country of residence, etc.
- Contact information such as email address, address, etc.
- Account details such as user name, unique user ID, password, etc.
- Proof of identity such as photocopy of a government ID.
- Payment information such as credit card details, bank details, etc.
- Geolocation data such as latitude and longitude.

- Certain features on the mobile device such as contacts, calendar, gallery, etc.
- Any other materials you willingly submit to us such as articles, images, feedback, etc.

Some of the information we collect is directly from you via the Mobile Application and Services. However, we may also collect Personal Information about you from other sources such as public databases, social media platforms, third-party data providers, and our joint marketing partners. Personal Information we collect from other sources may include demographic information, such as age and gender, device information, such as IP addresses, location, such as city and state, and online behavioral data, such as information about your use of social media websites, page view information and search results and links. You can choose not to provide us with your Personal Information, but then you may not be able to take advantage of some of the features in the Mobile Application. Users who are uncertain about what information is mandatory are welcome to contact us.

Use and processing of collected information

In order to make the Mobile Application and Services available to you, or to meet a legal obligation, we need to collect and use certain Personal Information. If you do not provide the information that we request, we may not be able to provide you with the requested products or services. Any of the information we collect from you may be used for the following purposes:

- Create and manage user accounts
- Fulfill and manage orders
- Deliver products or services
- Improve products and services
- Send administrative information
- Send marketing and promotional communications
- Respond to inquiries and offer support
- Request user feedback
- Improve user experience
- Post customer testimonials
- Deliver targeted advertising
- Administer prize draws and competitions
- Enforce terms and conditions and policies
- Protect from abuse and malicious users
- Respond to legal requests and prevent harm
- Run and operate the Mobile Application and Services

Processing your Personal Information depends on how you interact with the Mobile Application and Services, where you are located in the world and if one of the following applies: (i) you have given your consent for one or more specific purposes; this, however, does not apply, whenever the processing of Personal Information is subject to European data protection law; (ii) provision of information is necessary for the performance of an agreement with you and/or for any pre-contractual obligations thereof; (iii) processing is necessary for compliance with a legal obligation to which you are subject; (iv) processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in us; (v) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party.

Note that under some legislations we may be allowed to process information until you object to such processing (by opting out), without having to rely on consent or any other of the following legal bases below. In any case, we

will be happy to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Information is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Billing and payments

We use third party payment processors to assist us in processing your payment information securely. Such third party processors' use of your Personal Information is governed by their respective privacy policies which may or may not contain privacy protections as protective as this Policy. We suggest that you review their respective privacy policies.

Managing information

You are able to delete certain Personal Information we have about you. The Personal Information you can delete may change as the Mobile Application and Services change. When you delete Personal Information, however, we may maintain a copy of the unrevised Personal Information in our records for the duration necessary to comply with our obligations to our affiliates and partners, and for the purposes described below. If you would like to delete your Personal Information or permanently delete your account, you can do so on the settings page of your account in the Mobile Application or simply by contacting us.

Disclosure of information

Depending on the requested Services or as necessary to complete any transaction or provide any service you have requested, we may contract with other companies and share your information with your consent with our trusted third parties that work with us, any other affiliates and subsidiaries we rely upon to assist in the operation of the Mobile Application and Services available to you. We do not share Personal Information with unaffiliated third parties. These service providers are not authorized to use or disclose your information except as necessary to perform services on our behalf or comply with legal requirements. We may share your Personal Information for these purposes only with third parties whose privacy policies are consistent with ours or who agree to abide by our policies with respect to Personal Information. These third parties are given Personal Information they need only in order to perform their designated functions, and we do not authorize them to use or disclose Personal Information for their own marketing or other purposes.

We will disclose any Personal Information we collect, use or receive if required or permitted by law, such as to comply with a subpoena, or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

In the event we go through a business transition, such as a merger or acquisition by another company, or sale of all or a portion of its assets, your user account, and Personal Information will likely be among the assets transferred.

Retention of information

We will retain and use your Personal Information for the period necessary to comply with our legal obligations, resolve disputes, and enforce our agreements unless a longer retention period is required or permitted by

law. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally. Once the retention period expires, Personal Information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after the expiration of the retention period.

The rights of users

You may exercise certain rights regarding your information processed by us. In particular, you have the right to do the following: (i) you have the right to withdraw consent where you have previously given your consent to the processing of your information; (ii) you have the right to object to the processing of your information if the processing is carried out on a legal basis other than consent; (iii) you have the right to learn if information is being processed by us, obtain disclosure regarding certain aspects of the processing and obtain a copy of the information undergoing processing; (iv) you have the right to verify the accuracy of your information and ask for it to be updated or corrected; (v) you have the right, under certain circumstances, to restrict the processing of your information, in which case, we will not process your information for any purpose other than storing it; (vi) you have the right, under certain circumstances, to obtain the erasure of your Personal Information from us; (vii) you have the right to receive your information in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that your information is processed by automated means and that the processing is based on your consent, on a contract which you are part of or on pre-contractual obligations thereof.

Privacy of children

We do not knowingly collect any Personal Information from children under the age of 18. If you are under the age of 18, please do not submit any Personal Information through the Mobile Application and Services. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide Personal Information through the Mobile Application and Services without their permission. If you have reason to believe that a child under the age of 18 has provided Personal Information to us through the Mobile Application and Services, please contact us. You must also be old enough to consent to the processing of your Personal Information in your country (in some countries we may allow your parent or guardian to do so on your behalf).

Advertisements

We may display online advertisements and we may share aggregated and non-identifying information about our customers that we or our advertisers collect through your use of the Mobile Application and Services. We do not share personally identifiable information about individual customers with advertisers. In some instances, we may use this aggregated and non-identifying information to deliver tailored advertisements to the intended audience.

Affiliates

We may disclose information about you to our affiliates for the purpose of being able to offer you related or additional products and services. Any information relating to you that we provide to our affiliates will be treated by those affiliates in accordance with the terms of this Policy.

Links to other resources

The Mobile Application and Services contain links to other resources that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other resources or third parties. We encourage you to be aware when you leave the Mobile Application and Services and to read the privacy statements of each and every resource that may collect Personal Information.

Information security

We secure information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards in an effort to protect against unauthorized access, use, modification, and disclosure of Personal Information in its control and custody. However, no data transmission over the Internet or wireless network can be guaranteed. Therefore, while we strive to protect your Personal Information, you acknowledge that (i) there are security and privacy limitations of the Internet which are beyond our control; (ii) the security, integrity, and privacy of any and all information and data exchanged between you and the Mobile Application and Services cannot be guaranteed; and (iii) any such information and data may be viewed or tampered with in transit by a third party, despite best efforts.

Data breach

In the event we become aware that the security of the Mobile Application and Services has been compromised or users Personal Information has been disclosed to unrelated third parties as a result of external activity, including, but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures, including, but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the user as a result of the breach or if notice is otherwise required by law. When we do, we will post a notice in the Mobile Application.

Changes and amendments

We reserve the right to modify this Policy or its terms relating to the Mobile Application and Services from time to time in our discretion and will notify you of any material changes to the way in which we treat Personal Information. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Any updated version of this Policy will be effective immediately upon the posting of the revised Policy unless otherwise specified. Your continued use of the Mobile Application and Services after the effective date of the revised Policy (or such other act specified at that time) will constitute your consent to those changes. However, we will not, without your consent, use your Personal Information in a manner materially different than what was stated at the time your Personal Information was collected.

Acceptance of this policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By accessing and using the Mobile Application and Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to access or use the Mobile Application and Services.

Contacting us

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your Personal Information, you may send an email to ExpressAssist.app@gmail.com

This document was last updated on October 26, 2020