

Terms and conditions .1442H-2021G

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Introduction.

Rodud application is an innovative electronic application to provide logistics services (booking of cargo vehicles on the land roads ) inside and outside Saudi Arabia , it is affiliated to Rodud Logistics services limited ., specialized in guidance cargo vehicles, and provides Rodud application or the website a digital network that enables senders seeking transportation services for goods, products or logistics services to be compatible with the transporters who can provide the service, and each user has to set up an account on the site or on application, or the site can entering to the service directly, any decision take by the user regarding use or acceptance of the services is based on his or her desire or special appreciation and under his responsibility.

Article one: Definitions.

The following words and expressions meaning - wherever they received in these conditions – meanings are set up in front of it unless the context requires the text otherwise.

A: Term	Meaning
1: Authority	Public Authority for Transport
2: President	President of the public Authority for Transport
3: The list	List regulations of vehicle guidance for the transport of goods
4: Activity	Guiding vehicles for the transport of goods
5: Service	Practice the active through a technical system ( Rodud application, the Rodud site or the platform Rodud ) it belongs to Rodud company for logistic services .
6: Technical system	A website or application designed to work on smartphones, computer or any other systems.
7: Transporter	Who makes the delivery process between the sender and the consignee according to the provisions of this regulation.
8: License	A document issued by the Authority agreeing to the facility to practice activity in accordance with the provisions of this regulation.
9: The Person	Any person is natural or legal.
10: Facility	Each legal person has a legal entity such as companies and an individual institution.
11: Service provider	The licensed establishment for the practice of activity from the Authority.
12: Individual	Everyone is normal.

13: Sender	The person who sending the goods.
14: The consignee	The person who receiving the goods.
15: The vehicle.	Vehicle registered with the Authority.
16: Parties to the transfer process	Service provider, carrier, sender, and consignee.
17: Beneficiary application.	The sender or the consignee who contracted with Rodud
18: Driver provisions of this regulation apply.	The natural person is the driver of the vehicle to which the
19: Evaluation and quality of transport service of the driver and vehicle if the service is available in public.	Measure the beneficiary's satisfaction with the performance
20: The goods. prohibited in Saudi Arabia.	Any substance, commodity, equipment or other items not
21: Service Monitor	The person or entity entrusted with the authority to inspect, control and control violations is a system to ensure compliance with the provisions of this regulation and to take the necessary action in case of breach of any of them.
22: Financial fines	Amounts charged as a result of violation of any of the provisions of this regulation or regulations of the public transport system on roads.
23: User	The sender, the consignee, or the transporter authorized to use the application.
24: Public transport system	The public transport system on roads in Saudi Arabia issued by Royal Decree No. (M/25) and the date of 21-6-1397 and its executive regulations and modifications.
25: Traffic system and executive regulations	The traffic regulations issued by Royal Decree No. (M/85) and the date 26-10-1428 H and its executive regulations and amendments.
26: Electronic Authority platform	An electronic platform linked to the service provider that allows the Authority to automatically track vehicles and verify the driver and vehicle system (Wasl platform).

## Article two:

### General provisions –

- 1- Your access to Rodud and your use constitutes your consent to abide by this agreement, establishing a contractual relationship between you and Rodud and Rodud app has the rights to stop or terminate this agreement with immediate effect or to stop the offer of its services or prevent your access to it or part of it at any time and for any reason without prior notice.
- 2- The Rodud application collects the requested information and uses it by Rodud. The company may provide the necessary information to insurance companies or claims settlement companies.
- 3- The Rodud platform is owned by Rodud Logistics Services and the user is not entitled to any rights granted only within the prescribed service limits, a company Rodud name may only be used or referred to under a special licence from the company.
- 4- We look forward to upgrading and developing the Rodud platform on a regular basis and may modify the content at any time and may suspend access to the platform and its services or close it indefinitely if needed.
- 5- To obtain a license to use rodud platform for the driver must be at least 18 years old, and in order to make an account as a user, the platform must be provided with correct information and a copy of the documents and any other information required by the registration process and in accordance with the instructions of the Authority, and undertakes full responsibility for the validity of the information entered and any false or misleading information assumes the

responsibility of the wrong user as well as full responsibility for the operations carried out through this account.

- 6- The user has the right to use Rodud application through his own account and does not have the right to waive his account and the user has not the right to use the application in illegal operations or any illegal action on his account bears full responsibility.
- 7- Once registered on the Rodud platform, the user agrees to receive notifications either via SMS, email, app, phone calls, and registered messages or via the answering service and other means of communication.
- 8- Rodud may grant special offers and discounts in any way and are obliged to offer them in the period specified.
- 9- Rodud has the right to impose, cancel or modify the fees due within the application without prior notice.
- 10- Rodud assumes no responsibility for user behavior within the app.
- 11- App charges are immediately due when the service is conducted.
- 12- Rodud is committed to providing the service on its platform and it doing all possible ways to avoid disruption or interruption of service due to technical failures.
- 13- The user is prohibited from using any harmful materials, software or data for the purpose of hacking the application or service and bears all the resulting damages or misuse.
- 14- The user is obliged not to respond to any notices bearing the name of the application without the approved entities of the application.
- 15- The user shall bear any damage caused by the misuse of the application by him and assume full legal responsibility in the event of a claim for compensation.
- 16- By agreeing to these terms and conditions, all terms and conditions are subject to the law of Saudi Arabia and all disputes relating to the terms of these terms and conditions are resolved under the umbrella of the law.
- 17- Regarding this date. Starting From March 1, 2020 to April 1, 2020. A trial period to measure the performance of the level of application and processes.

#### Article three:

Conditions of the Public Transport Authority in the Kingdom of Saudi Arabia regarding transport (Vehicle Directive Regulation for the Transport of Goods):

First: The transporter is one of the following categories:

- 1: Facilities licensed for transport in accordance with the regulations governing the activity of transporting goods and freight brokers and the rental of trucks on the roads and the regulation regulating the activity of towing and transporting vehicles and any other regulations issued by the Authority for the transport of goods and tasks.
- 2: Authorized individuals in accordance with the regulations governing the activity of transporting goods and freight brokers and leasing trucks on the roads and the regulation regulating the activity of towing and transporting vehicles and any other regulations issued by the Authority for the transport of goods and tasks.
- 3: Saudi individuals only working on their own vehicles with no breach of any instructions issued in this regard.

#### Article four:

- Saudi Arabian General Authority for Transport conditions, regarding the driver of the regulation of directing vehicles for the transport of goods):

First: The driver is of one of the following categories:

- 1- The authorized driver in accordance with the driver's card issued by the Authority and working directly with the facilities licensed under the regulations of the public transport system.
- 2- The individual who drives his vehicle authorized by the authority himself according to the driver's card issued by the Authority.
- 3- The Saudi person working on his own vehicle and driving it himself.

Second: The driver's work is required to:

- 1- The driver must have a valid driver's license and qualify him to drive in accordance with the traffic regulations and its executive regulations.
- 2- The driver must have a certificate of no history crimes.
- 3- To have a valid driver's card.

Third: The driver must abide by the following:

- 1- To present all documents of its own when requested from the Service monitor.
- 2- Do not smoke inside the vehicle during the transfer.
- 3- Keeping lost in case of inability to deliver them, and dealing with them in accordance with the service delivery policy to ensure that they are delivered to the beneficiary.
- 4- Do not violate the privacy of the beneficiary.
- 5- Adhering to the appropriate uniform and adhering to the general taste regulation.
- 6- Obtain any documents or permits required by the relevant authorities' regulations.
- 7- Any other obligations made by decision of the President.

Forth: A Saudi individual's work on his own vehicle does not require a driver's card.

Article five:

- Saudi Arabian General Transport Authority's conditions for vehicle guidance regulations for transporting goods):

First: With no violation of the regulations of the public transport system, the rules and conditions stipulated in the traffic system and its executive regulations, and the standard specifications for cars approved by the Saudi Authority for Specifications, Standards and Quality, the vehicle shall be in accordance with the following specifications and requirements:

- 1- The vehicle driving license must be valid.
- 2- The vehicle must be owned by the person or the actual user or authorized in accordance with the traffic regulations and its executive regulations.
- 3- The vehicle insurance policy must be valid, as required by the Regulations of the Saudi Monetary Institution Alaraby.
- 4- The periodic technical examination must be valid in accordance with the traffic regulations and its executive regulations.
- 5- Transporters vehicles must have a valid operating card in accordance with paragraphs (1.2) of article (i) of article (iii).
- 6- The vehicle must have the necessary tools and supplies to ensure the safety of the goods transported.

Second: By decision of the President, any conditions, specifications or technical equipment for the vehicle shall be issued.

Article six:

The Authority has the right to stop the vehicle from working with the service provider in case of breach of the conditions set out in this regulation.

Article seven:

The rights and duties of the beneficiary:

- 1\_ The beneficiary's approval of the terms and conditions is considered as an agreement to contract with Rodud Logistics Company and may not be challenged later.
- 2\_ The beneficiary must disclose to the carrier the content of the goods in addition to enabling the carrier to see the goods and their contents.
- 3\_ Receiving the goods from the driver and ensuring their safety.
- 4\_ The beneficiary must inform the Rodud application in case the goods are not received for any reason according to article 10 fifth paragraph.
- 5\_ The beneficiary must provide the carrier with all necessary transport requirements and provide information that helps to implement the transport contract well, including documentations related to the goods, and be responsible for the inadequacy or incorrectness of documents, data and information, and be responsible for the damages and losses caused by it.
- 6\_ The beneficiary complies with the shipping date agreed with the carrier and bears the fines stipulated in the terms and conditions in case of failure of the pre-set dates.

Article eight:

Pricing policy.

1- Pricing is based on the choice of the type of truck or service that suits the customer's goods. Details of the pricing mechanism will be displayed on the service type selection page.

2- When the beneficiary chooses the location of the end point shown in Rodud application: the number of kilometers that are calculated automatically after the beneficiary has determined the starting and end location of the trip and then multiply it in the price of the kilometer in addition to the counter opening fee and the calculation of the total fare of the trip. (Price will be shown before sending the order).

3- The beneficiary is obliged to pay the full amount of his application. (Including fare and cargo insurance).

4- The transporter is committed to paying 5% (service charge) of the total amount of each order it has delivered to the Rodud app.

5- The carrier is obliged to pay 1.5% (cargo insurance fee) of the total amount of each order it has delivered using Rodud application.

Article nine:

Insurance policy-

1\_ The insurance includes goods transported from any place within Saudi Arabia and to anywhere within Saudi Arabia.

2\_ Insurance includes general packaged dry goods, building materials and similar goods and does not include (vehicles, heavy equipment, personal belongings used, dangerous goods, heat-affected and perishable goods, and fragile goods).

3\_ The packaging of goods is subject to international standards in packaging and according to the type of goods Includes insurance on goods transported through transport (land, trucks/ trills

Any intermediate transport vehicles /any other means of transport (owned or rented) / or contract / or any

A company or person with legal permission from the competent authorities in Saudi Arabia  
Registered in the insurance system.

4\_ The maximum insurance per shipment is 150,000 SAR.

5\_ The basis of the evaluation in the insurance account or in the event of damage, God forbid is the invoice original.

6- Insurance is subject to some exceptions, conditions and provisions in:

6-1: Securing the risk of road transport is covered as defined by the loss or damage of goods as a result of the accident in the truck resulting from a fire, collapse, explosion or overturning

6-2: End of the transfer paragraph (terrorism) on 1 January 2009.

6-3: Terrorism exception paragraph:

6-4: Exposure to radioactive, chemical, biological or biological contamination and electromagnetic weapons, cancellation clause 370:

6-5: cyber-attacks clause cancellation, clause 380:

6-6 Expectation the disappearance of the unexplained or mysterious shipment.

6-7 Expectation loss or damage to unclosed or uncontrolled vehicles.

6-8 Excluded from the insecurity of the employees who are entrusted to them.

6-9: Infusion, pollution and radioactive contamination are the exception.

6-10: Excluded from rust, oxidation and discoloration unless it is caused by a secure barrel.

6-11: The loss of papers, the mysterious disappearance, the shortage, the unexplained damage.

6-12: Excludes mechanical, electrical and electronic jamming and latent defects.

6-13: Excluded from the explosion of canisters and cans.

6-14: Replacement paragraph is paragraph 1/12/2008.

6-15: User replacement paragraph.

6-16: Excluded scratching and simple cavity.

6-17: Secure the submission of the document report in case of claim.

6-18: Securing packing, interpolation, shipping and unloading in accordance with international standards.

6-19: Excluded damage or loss caused by microbes, fungi, micro bodies, viruses or the like.

6-20: Exception of infectious diseases.

6-21: The transporter must have special insurance on vehicles from an insurance company licensed in Saudi Arabia.

6-22: Insurance for the drivers of the rents trucks is the responsibility of the transporter.

6-23: Insurance service is a compulsory service and not an optional one and the beneficiary's approval of the terms and conditions is as approved by him on this item and he has no right to object to it later.

6-24: Transporter ensures that drivers on the trucks, on the company's sponsor.

6-25: The transporter ensures that all his drivers, using Rodud application. Will operate the smart phone and activate the GPS in order to enable the application to follow the journey.

6-26: The transporter guarantees that the trucks are not left without insurance except in safe garages.

6-27: Selection of loss regulator is subject to SAMA.

6-28: Penalty limits and exception paragraph JC2010/014.

6-29: Basic compensation: All compensation shall be on the original invoice or the limit of the insurance policy whichever is lower and the document is subject to the rate paragraph and the customer of Rodud must provide the original value of the goods before shipping.

6-30: 6.30 The endurance paid by the sender of the goods while the insurance claim is 5% of the value of the shipment with a minimum of SR 5000.

7- By agreeing to these terms and conditions, the sender of the goods authorizes Rodud application and Rodud Logistics company to submit and raise the claim to the insurance company on his behalf, as well as receipt of the cheque and the signature of receipt and objection and all that is necessary for the process of terminating the claim procedures.

#### Article ten:

##### - Offences and fines.

1- In the event that the beneficiary delays receiving the goods from the transporter or delivering the goods to the carrier for more than (4 hours) of the arrival of the carrier at the drop off point or loading point specified by the beneficiary, the carrier has rights is entitled to claim compensation of (50 riyals per hour delay) to a maximum amount of 300 riyals per day. The beneficiary is obliged to pay this violation.

Note: (Times that don't count for fines from 8pm to 7am)

2- If the order data is entered or delivered incorrectly by the beneficiary as (starting point, end point, truck type, transportation document) the transporter is entitled to claim compensation according to the pricing mechanism. The beneficiary is obliged to pay the violation.

3- Cancellation by the beneficiary is free in all circumstances except in one case, which is "10 minutes after the transporter accepts the request", so the carrier is entitled to claim compensation according to the pricing mechanism. The beneficiary is obliged to pay this violation.

4- In the event that the transporter is delayed by more than (two hours) from accepting the request, the carrier will incur a delay fine of 50 riyals per delay hour) to a maximum of SAR 300 per day. The carrier is obliged to pay this violation.

Note: (Times that don't count for fines from 8pm to 7am):

5- In the event that the transporter is late in reaching the consignee for the time approved, calculated according to the following equation - flight time.  $\text{Flight (hour)} = \text{flight distance (km)} \times 7\%$

The transporter incurs a delay fine of 50 riyals per hour delay to a maximum of SR 300 per day. The transporter is obliged to pay the violation.

Note: (Times that don't count for fines from 8pm to 7am).

Article eleven:

Conclusion provisions:

1- Any disagreement between two or more parties to the transfer process shall be resorted to the competent court in accordance with the rules and regulations applicable in the Kingdom.

2- The regulations of this regulation do not violate the other obligations imposed on the parties to the transfer process in accordance with the regulations and instructions in force in the Kingdom.