
ITACO BAHRAIN CO WLL

PAY-PER-USE SERVICES AGREEMENT

Terms and Conditions

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1. Preliminaries

Whereas: ITACO Bahrain Co W.L.L hereinafter ("ITACO", "The Company", "we", "us", "our") the first party, with their address at: Flat 111, Building 474, Road 1010, Block 410, Sanabis-Kingdom of Bahrain registered under the laws of the Kingdom of Bahrain with CR (Commercial Registration) 70361-01, and V.A.T. account number 200009095700002, has developed a network of independent services providers capable of providing towing, roadside assistance and other services hereinafter ("services") in the GCC and other countries reachable (24X7).

Whereas: The eligible customer hereinafter ("customer", "beneficiary", "you" "your"), the second party, desire to utilize ITACO's services providers network in relation to the "services" as defined below.

Whereas: The totality of contents, terms and conditions, articles, schedules, definitions, exclusions, operational procedures, and rest of contents herein together with the service receipt regulate this agreement.

Whereas: The receipt issued at the time the customer purchases a service reflects information of each party, service type, addresses, fees, payment method, etc.

Now therefore: In consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree with each other to enter this agreement.

The eligible customer having paid the fees, **ITACO** will provide the services as contained in these terms and conditions.

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain. Any dispute connected with the formation, performance, interpretation, nullification, termination, or invalidation of the agreement or arising from or related to the agreement in any manner whatsoever that is not settled amicably between the parties shall be submitted to the jurisdiction of the Courts of Bahrain.

The headings in this agreement are only to facilitate references and do not define, limit, extend or describe the reach or purpose of the agreement.

Disclaimer:

ITACO reserves its right to change the offered services as well as the fees, at any time at its own discretion, without previous notice.

However, such changes will not apply to existing requested services and will only affect new services after such changes are effective.

ITACO shall not have any liability whatsoever or be in default for any delay or failure in performance under this Agreement resulting from unforeseeable acts beyond ITACO control, including but not limited to acts of God, laws, national or any supra-national government authority, war or national emergency, fire, riot, or epidemics/pandemic.

2. The services

Pickup and delivery

Picking up eligible customer's eligible vehicle from his/her location to do any maintenance/service required and deliver it back to his/her location.

Traffic inspection and/or car registration

Picking up the eligible customer's eligible vehicle from his/her location to the traffic directorate to do the annual traffic inspection and/or registration and deliver it back to his/her location and completing the service.

5.1 Service conditions

- 5.1.1 Services are payable in advance with debit/credit cards. NO CASH TRANSACTIONS allowed.
- 5.1.2 Services can be provided by towing or driving by service provider's representative.
- 5.1.3 The eligible customer hereby authorizes the service provider to do the necessary and grant permission to the service provider representative person to operate the eligible vehicle on the road for the purpose of providing the service.
- 5.1.4 The service provider will be responsible to pay any accident fee or to pay either any repair cost for third party insured vehicle or excess amount applied under comprehensive motor insured vehicle in case an accident occurred while providing the services by the service provider's representative. However, the service provider will not be liable for any increase in the respective vehicle's renewal premium because of an accident.
- 5.1.5 The eligible customer certifies that there are no valuables or personal items left inside the eligible vehicle and he/she will not claim for any loss of or damage to valuables or personal items afterwards.
- 5.1.6 The service provider will be responsible only for traffic offences happened during the service period as per the period mentioned in the checklist form of pickup and delivery time.
- 5.1.7 The service provider will not be responsible for any breakdown repair cost that occurred during the service period.
- 5.1.8 The service provider must receive the eligible vehicle with enough fuel to provide the service and the service provider will be not responsible for any fuel cost.
- 5.1.9 The eligible customer must pay to the service provider in advance, the service fee, in addition to other related fees such as traffic fines, maintenance cost or others.
- 5.1.10 The eligible customer must ask for payment receipt from the service provider's representative. The service provider will not be responsible to reimburse any extra payment paid to the service provider's representative without payment receipt.
- 5.1.11 The eligible customer must sign the vehicle checklist form while handing over his eligible vehicle at service inception and receiving it back.
- 5.1.12 For traffic inspection service, the service provider will not be responsible in case the eligible vehicle did not pass the traffic inspection.
- 5.1.13 For routine maintenance/other service, service provider will not be responsible of any repair requested by the eligible customer and is not repaired by the workshop.
- 5.1.14 On receiving the eligible vehicle, the eligible customer is required to conduct a vehicle inspection. Should the customer accept the delivery of the vehicle, it is assumed that he/she is satisfied with the service and there are no damage claims that will be entertained after delivery is taken.
- 5.1.15 The eligible customer must sign and mention the date and time of handing over and receiving back the eligible vehicle.
- 5.1.16 In case of any complaint, the customer should inform the service provider representative immediately, mention his remarks on the form and call the service provider contact center and raise the complaint immediately.

5.2 Service requirements

5.2.1 *Vehicles pickup & delivery for routine maintenance service requirements:*

- 5.2.1.1 Contact person in the workshop if there is a specific person to whom the eligible vehicle shall be delivered.
- 5.2.1.2 Type of maintenance needed that will be mentioned in the service provider's pickup & delivery inspection form and get the eligible customer signature on it while picking up the eligible vehicle from the eligible customer.

5.2.2 *Vehicle's inspection & registration requirements:*

- 5.2.2.1 Original renewed insurance card.
- 5.2.2.2 Original Ownership card.
- 5.2.2.3 The address needed to receive registration documents.
- 5.2.2.4 Original traffic form signed by the owner of the vehicle.
- 5.2.2.5 Traffic fines need to be paid along with amount (if any)
- 5.2.2.6 Information required to consults the Government website for traffic fines:
 - 5.2.2.6.1 Full name of the customer
 - 5.2.2.6.2 Civil ID No
 - 5.2.2.6.3 Block No
 - 5.2.2.6.4 Expiry date of the smart card.
 - 5.2.2.6.5 Car plate No

3. Definitions

The stated below words and/or phrases wherever they appear have the following meaning, unless otherwise agreed differently in writing and signed by all parties.

Eligible vehicle:

Any vehicle considering ITACO and its service provider has the necessary equipment to provide the service.

Eligible customer:

- 1) The owner of the eligible vehicle.
- 2) Any licensed person authorized by the owner to drive the eligible vehicle.

Service Provider

Means ITACO Bahrain Co WLL, the company servicing the benefits described in the service receipt directly or by means of its network.

Supporting Documents

ITACO may request at any time and at its own discretion any necessary documents, including but not limited to workshop reports and/or repair invoices, police report, traffic police report, eligible vehicle documents including ownership certificate, driver license and/or any other documents with the object of determining whether a requested service is covered in ITACO roadside assistance plans or pay-per-use service.

Services Payment

Once you have accepted the service cost estimation:

- 1- ITACO Assist will collect the payment via its payment gateway.
- 2- Assign a service provider to provide you the service and do necessary follow until service completion.

Additional charges

To the extent of your description of the services needed and/or conditions impacting your vehicle are deficient, inaccurate, or otherwise misstated and/or the services required are more extensive than your description indicated, the price quote provided from ITACO shall not be binding and you are responsible for paying for any additional cost.

For the avoidance of doubt: ITACO itself does not provide the service, and ITACO is not a services carrier. Any pay-per-use service is through ITACO service providers.

ITACO will charge only transportation cost. The final charge may differ from this initial estimate and authorization.

4. Your obligations

- You are requested to read these terms and conditions and/or any additional information meant for the proper development of the contractual relation between you and ITACO including the user terms available on www.itacorsa.com
- Provide accurate information with regards to the eligible vehicle and you, as well as the requested service.
- Make the service fee payment in due time and manner.
- Communicate to ITACO any necessary information.
- Provide a valid and in-use mobile number, email, and a postal address for future communications.

5. ITACO obligations

ITACO shall provide the services to you mentioned herein on a best effort basis, which you may reasonably expect. This shall include without limitation:

- ITACO shall provide **ITACO Assist** mobile app for both IOS and Android platforms.
- Maintaining a **call-center** accessible in a fully operational manner 24X7 (Arabic/English/Persian) during the term of this agreement (subject to reasonable maintenance/downtimes as may be necessary).
- Maintaining an efficient operation.
- Keeping logs and records of each service request showing the time and nature of the service, description of actions taken, and noting the final disposition of the matter complying with the laws of the country where a service is requested.

6. HOW TO REQUEST A SERVICE?

ITACO Assist mobile app

kindly download **ITACO Assist** mobile app, available for IOS and Android to notify the service you need and provide all relevant information.



The GPS receiver, which should be installed on the mobile device (smart phone), or Internet Protocol address on your computer, requests your permission to detect your location and sends your location information to the relevant service provider. ITACO and the service provider have sole and complete discretion to accept or reject each request for service.

If ITACO and/or the service provider accepts a request, ITACO Assist mobile application notifies you and provides information regarding the service cost, the service provider including vehicle information, and the system gives you the ability to contact the service provider by telephone or via ITACO Assist dedicated built in chat feature.

ITACO Assist 24X7 call center

Country	24/7 Call Center
Telephone	+973 17 386455
Email	services@itacorsa.com

7. HOW CANCEL A SERVICE?

You may cancel your order within **5 minutes** of the service provider dispatching a unit or a driver to your location at no cost to you calling ITACO's 24/7 Call Center.

If more than 5 minutes have elapsed after the service provider dispatched a unit or a driver and prior to arriving on scene, cancellation is subject to payment of a **USD 10 non-refundable charge**.

You will be charged the full amount of the quoted service price for any of the following cancellation instances/reasons:

- Driver is on scene, and you cancel for any reason
- Driver determines you have inaccurately stated the conditions of your vehicle thus the cost of service will be higher than initially quoted and you cancel service
- You are Gone On Arrival (GOA) and/or fail to cancel service.

8. General Exclusions

1) ITACO will not be liable for the provision of a pay-per-use service which arises directly or indirectly from:

- a. Services resulting:
 - i. You being under the influence of drugs, toxic or narcotic substances, or where his/her blood-alcohol level exceeds that permitted by the laws in the country where the vehicle is being used.
 - ii. The contravention of regulations relating to the carriage of persons animals or objects in the eligible vehicle.
 - ii. Criminal conduct.
 - iii. Fraudulent acts or suspected fraudulent.
 - iv. The eligible vehicle carrying fuel mineral essences or other flammable explosive or toxic materials or any dangerous goods or products.
- b. ITACO will not be liable to provide services in respect of:
 - i. Services to any other vehicle than the vehicle mentioned in the pay-per-use service receipt.
 - ii. If, because of force majeure, ITACO is unable to put into effect any of the Services envisaged in this Agreement.
 - iii. The provision of which would endanger the lives of those persons intended to provide the pay-per-use service.

General operational procedures

In case you need to make use of our services, remember always to:

- 1- Stay calm, and if possible, move the eligible vehicle to a safe place out of traffic.
- 2- Call the Traffic Police (in case of Accident).
- 3- Call Emergency services in case of injuries.
- 4- Use **ITACO Assist** mobile app, or if you prefer you can always contact us at the below:

Due to nature of the services offered, you are requested to follow the below operational procedures:

Presence at the eligible vehicle's pick-up site.

- When requesting a service, you or the authorized person of your choice should be present at the eligible vehicle pick-up site when the service provider reaches.
- The eligible vehicle's keys should be available to allow the service provider to perform the service properly.
- In case you or the authorized person of your choice is not present at the pick-up site ITACO can refuse to perform the service at its own discretion.
- If you or the authorized person of your choice is not present at the pick-up site and gave consent, verbal or written or by any other means to perform the service, you exonerate ITACO from any damages to the eligible vehicle.

Presence at the eligible vehicle's drop-off site

- You or the authorized person of your choice should be present at the eligible vehicle's drop-off site.
- If you or the authorized person of your choice are not present at the drop-off site and gave consent, verbal or written or by any other means to perform the service, you exonerate ITACO from any damages to the eligible vehicle.

Excess waiting time

When you request any service and the service provider is dispatched to assist you and or the authorized person of your choice are not present at the immobilization site, a courtesy time of 10 minutes will be given to you or to the authorized person of your choice to arrive.

Afterwards, the excess waiting time may be chargeable.

Vehicle Status Form Before Service

You or the authorized person of your choice will be requested to sign a vehicle status report either on paper or electronically mentioning the eligible vehicle status before the service provider performs the service.

Vehicle Status Form After Service

You, the authorized person of your choice or the person present at the drop-off site (i.e; repair shop/dealer service agent, watchman or security personnel) will be requested to sign a vehicle status report either on paper or electronically mentioning the eligible vehicle status after the service provider performs the service.

Important:

If you, the authorized person of your choice or the person present at the drop-off site (i.e; repair shop/dealer service agent, watchman or security personnel) does not sign the vehicle status report ITACO and/or it's service provider will be exonerated from any responsibility towards any damages to the eligible vehicle that are not reported within 1 hour after the service has concluded.

FAQ**Do I need to have a valid RSA plan with ITACO to request a pay-per-use services?**

No. This service is meant for those individuals who do not have an active RSA plan or if they have one valid plan, the type of service they are requesting is not covered by the existing plan.

How many pay-per-use services can I request?

There is no limit on the number of services you can request. You only need to comply with the terms and conditions.

I have an active RSA plan. Can I still use your pay-per-use services?

Absolutely! You can request as many pay-per-use services as you wish if the requested service is not covered by the RSA plan, or if it exceeds the amounts and limits of your active plan.

Do I have to pay anything to the Service Provider who comes to assist me?

No. If you already paid for a pay-per-use service, you do **NOT** need to pay anything else.

Which type of vehicles can request a pay-per-use service?

Any vehicle if we have the necessary tools and equipment to provide you the requested service.

Can I request service online or Itaco Assist mobile App?

Absolutely! You can request the service by login to our website www.itacorsa.com and/or Itaco Assist mobile app.