

**ITACO PLATFORM**  
**USER TERMS AND CONDITIONS**

**Last updated: 25<sup>th</sup> May 2021**

PLEASE REVIEW THE FOLLOWING CAREFULLY SO THAT YOU UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS BEFORE DOWNLOADING ITACO APPLICATIONS AND/OR USING OUR WEBSITE AND/OR SERVICES.

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN YOU ARE INSTRUCTED TO IMMEDIATELY EXIT ITACO PLATFORM AND NOT IN ANY CIRCUMSTANCES CONTINUE WITH ANY OF ITACO PLATFORM OR SERVICE AND TO NOT GIVE US ANY OF YOUR INFORMATION. YOUR USAGE OF ITACO PLATFORM SHALL BE DEEMED AS UNCONDITIONAL ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

THE USER TERMS ARE INTENDED FOR ALL USERS OF ITACO PLATFORM, INCLUDING THOSE WHO ARE SIMPLY NAVIGATING THE WEBSITES OR THOSE WHO REGISTER AN ACCOUNT. HOWEVER, DIFFERENT SECTIONS OF THE USER TERMS AFFECT USERS DIFFERENTLY, SO PLEASE BE SURE TO READ THESE TERMS AND CONDITIONS CAREFULLY.

ITACO Platform Usage Terms and Conditions ("Platform User Terms") constitute a legally binding agreement between **ITACO Bahrain Co WLL** ("ITACO" "we", "us", or "our"), the owner and operator of [WWW.ITACO-TPA.COM](http://WWW.ITACO-TPA.COM), [WWW.ITACORSA.COM](http://WWW.ITACORSA.COM) and [WWW.ITACOPROVIDERS.COM](http://WWW.ITACOPROVIDERS.COM) websites and its related software applications and platforms (hereafter, collectively referred to as the "**ITACO Platform**") and you ("you" or "your"), the User of ITACO Platform.

BY USING ITACO PLATFORM IN ANY FORM OR FASHION (INCLUDING, WITHOUT LIMITATION, NAVIGATING [WWW.ITACO-TPA.COM](http://WWW.ITACO-TPA.COM), [WWW.ITACORSA.COM](http://WWW.ITACORSA.COM) and [WWW.ITACOPROVIDERS.COM](http://WWW.ITACOPROVIDERS.COM) OR UTILIZING **ITACO ASSIST** OR **ITACO PROVIDERS** MOBILE APPLICATIONS OR ONLINE PLATFORM), YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS, AND PRIVACY POLICIES, WHICH CAN BE FOUND AT [HTTP://WWW.ITACO-TPA.COM/PRIVACY-POLICY/](http://WWW.ITACO-TPA.COM/PRIVACY-POLICY/), [HTTP://WWW.ITACORSA.COM/PRIVACY-POLICY/](http://WWW.ITACORSA.COM/PRIVACY-POLICY/) and [HTTP://WWW.ITACOPROVIDERS.COM/PRIVACY-POLICY/](http://WWW.ITACOPROVIDERS.COM/PRIVACY-POLICY/) AND WHICH ARE INCORPORATED HEREIN BY REFERENCE.

**1. ITACO Service Overview.**

ITACO provides a platform whereby users ("Existing Customers" or "Guests") can connect with vendors ("ITACO Service Providers") who offer towing, roadside assistance and other services (hereafter "Services").

**2. Users.**

**Existing Customers**

A User who is entitled for certain Services free of charge that he can request using ITACO Platform.

**Guests**

A User who is not an existing customer visiting ITACO Platform and wishes to avail certain payable Services using ITACO Platform.

**Service Providers**

Vendors, with whom ITACO has in place necessary arrangements, providing Services to ITACO Existing Customers and Guests using ITACO Platform.

**3. ITACO Platform access.**

Users can access ITACO Platform from [WWW.ITACO-TPA.COM](http://WWW.ITACO-TPA.COM), [WWW.ITACORSA.COM](http://WWW.ITACORSA.COM), or [WWW.ITACOPROVIDERS.COM](http://WWW.ITACOPROVIDERS.COM) websites and **ITACO ASSIST** or **ITACO PROVIDERS** mobile applications or through certain third parties, and can be accessed by you on your mobile device (smart phone) or computer.

**4. Registration for Services with ITACO Platform.**

Registration with ITACO Platform is subject to the following additional terms and conditions:

(a) Eligibility:

By registering with ITACO, you represent and warrant that all registration information you submit, including, without limitation, your first and last name, mobile telephone number, email, vehicle information (make, model, year, etc.), and credit card or financial account payment information is completely accurate and truthful. ITACO may, in our sole discretion, refuse to offer access to or use of ITACO Services to any party and change the eligibility criteria at any time. By registering with ITACO, you represent that if you are an individual, you are of legal age to enter a binding contract and that if you are registering on behalf of a legal entity, that you are authorized to enter into, and bind the entity to, these Terms and Conditions for ITACO Platform.

(b) Security of Registration Information:

You are solely responsible for maintaining the correctness of your registration information. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify ITACO of any unauthorized use of your password or any breach of security. You also agree that ITACO shall not be liable for any loss or damage arising from your failure to keep your password secure.

(c) Compliance:

You agree to comply with all local laws regarding online conduct and acceptable content. In addition, you must abide by our policies as stated in the User Terms as well as all other operating rules, policies and procedures that may be published from time to time via ITACO Service, each of which is incorporated herein by reference and each of which may be updated by ITACO from time to time without notice to you.

**5. How to use ITACO Platform.**

Once you register to ITACO Platform and you need a Service using ITACO Platform, 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 ITACO Platform and the relevant ITACO Service Provider, and vice versa.

ITACO system shall search for the most convenient ITACO Service Provider to perform the requested Service.

**Existing Customers**

Some of the Services you can request via ITACO Platform will be offered for free as per ITACO Plans Terms & Conditions.

Other Services Pay-Per-Use Services or Services in excess and not covered by ITACO Plans Terms & Conditions will be payable and those Services will follow the same procedure as ITACO Platform Guests.

## Guests

ITACO has sole and complete discretion to accept or reject Pay-Per-Use Services requests.

If ITACO accepts a Pay-Per-Use Service request, ITACO Assist mobile application notifies you and provides you information regarding ITACO Service Provider who will perform the Service and the estimated Service cost, ETA's and other necessary information for you to accept or reject the proposed Service cost estimation.

ITACO Platform gives you the ability to also contact ITACO Service Provider via the dedicated chat built in ITACO Assist mobile app or by telephone.

**Once you have accepted the Pay-Per-Use Service cost estimation, please note the following:**

### **PAYMENT AUTHORIZATION:**

ITACO may place an immediate payment authorization to your credit card account in the estimated amount of the Pay-Per-Use service requested (or in the case of third-party payment, for any costs not covered by a third party).

The final charge may differ from this initial estimate and authorization.

## **6. Service Cancellation**

You may cancel your order within 5 minutes of ITACO dispatching ITACO Service Provider/service vehicle to your location at no cost to you.

If more than 5 minutes have elapsed after ITACO has dispatched ITACO Service Provider and prior to ITACO Service Provider arriving on scene, cancellation is subject to payment of a 15 USD (or equivalent amount in your local currency) non-refundable charge.

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

- ITACO Service Provider is on scene and you cancel for any reason;
- ITACO Service Provider 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 not available on the requested place (Gone-On-Arrival (GOA)) and/or fail to cancel service.

### **ADDITIONAL CHARGES FOR PAY-PER-USE SERVICES OF GUESTS:**

To the extent your description of the services needed and/or conditions impacting your Pay-Per-Use service are deficient, inaccurate, or otherwise misstated and/or the Pay-Per-Use services required are more extensive than your description indicated, the price quote provided through ITACO Platform shall not be binding and you are responsible for paying for any additional services needed and/or requested.

For the avoidance of doubt: ITACO itself does not provide the Service directly, and ITACO is not a services carrier. Services are offered through ITACO Service Providers Network. ITACO solely provides the platform through which you can request services and ITACO Service Providers can perform the requested service. The provision of the services by ITACO Service Provider to you is therefore subject to any agreement that you choose to enter into with the Provider. ITACO is never a party to any such agreement and you hereby agree to release ITACO from all liability and claims arising from any acts or omissions of Provider.

## **7. Your Use of ITACO Platform.**

By using ITACO Platform, you agree to the following restrictions:

- You warrant that the information you provide to ITACO is accurate and complete. ITACO is entitled at all times to verify the information that you have provided and to refuse a Services for any reason or no reason. You may only access ITACO Platform using authorized means. ITACO is not liable if you do not have a compatible mobile device or computer. ITACO reserves the right to terminate your use of ITACO Platform should you attempt to access ITACO Platform with an incompatible or unauthorized device or computer.
- You will only use ITACO Platform for your sole, personal use and will not resell it to a third party;
- You will not authorize others to use your account;
- You will not assign or otherwise transfer your account to any other person or legal entity;
- You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
- You will not use ITACO Platform for unlawful purposes;
- You will not send or store any unlawful material or for fraudulent purposes;
- You will not use ITACO Platform to cause nuisance, annoyance or inconvenience;
- You will not try to harm ITACO Platform or impair the proper operation of any related network, platform or application in any way whatsoever;
- You will not copy, or distribute ITACO Platform or any portion or feature thereof without advance written permission from ITACO;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the ITACO Platform;
- You will provide us with whatever proof of identity we may reasonably request;
- You will only use an access point or 3G data (or later) account (AP) which you are authorized to use;
- You are aware that when requesting services by SMS if available in your jurisdiction), standard messaging charges will apply;
- You will not use the ITACO Platform with an incompatible or unauthorized device or computer;
- You will comply with all applicable laws and regulations while using ITACO Platform.
- You will comply with all applicable law from your home nation, the country, state and/or city in which you are present while using the Application or Service. ITACO reserves the right to immediately terminate the Services and the use of the application should you not comply with any of the foregoing.

## **8. Payment.**

Use of ITACO Platform without obtaining Services is free of charge for Users. ITACO reserves the right to introduce certain fees in the future. However, ITACO shall provide you with prior written notice of such fees.

The rates for the Services charged by ITACO Service Provider (if any) can be accessed through ITACO Platform. These may be modified or updated by ITACO from time to time. It is your own responsibility to remain informed about the current rates for the Services.

You agree that you will pay for all Pay-Per-Use Services you purchase, and that ITACO may charge your credit card as provided by you when registering for ITACO Platform, including any taxes and late fees, as applicable, that may be accrued by or in connection with your credit card. You are responsible for the timely payment of all fees and for providing ITACO with a valid credit card for payment of all fees at all times. All payments are non-refundable, subject to applicable law.

ITACO uses a third-party payment processor (the "Payment Processor") to link your credit card to ITACO Service. The processing of payments or credits, as applicable, in connection with your use of ITACO Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these User Terms. ITACO is not responsible for any errors by the Payment Processor and you hereby agree to release ITACO from all liability arising from any acts or omissions of Payment Processor. In connection with your use of ITACO Service, ITACO will obtain certain transaction details, which shall be maintained in accordance with ITACO's Privacy Policy.

## 9. No Employment/Agent/Broker Relationship.

ITACO is not an employment service and does not serve as an employer of any user of ITACO Service or Provider. ITACO is not liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with any use of ITACO Service or Provider's services. No brokerage, agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these User Terms. Without limiting the foregoing, except as expressly set forth herein, ITACO is not acting and does not act as an agent or broker for any users, Providers, or any other user of ITACO Service.

## 10. Indemnification.

By using ITACO Service, you agree that you shall defend, indemnify and hold ITACO, its parent company, subsidiary(ies), affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including Providers arranged via ITACO Service, or (c) your use or misuse of ITACO Service.

## 11. Liability Limitation.

BY USING ITACO SERVICE OR ANY PORTION THEREOF, YOU AGREE THAT ITACO AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND (ii) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF (a) ANY CHANGES WHICH WE MAY MAKE TO ITACO SERVICE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN PROVIDING ITACO SERVICE (OR ANY SERVICES OFFERED THROUGH OR FEATURES OF ITACO SERVICE), (b) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF ITACO SERVICE, (c) YOUR FAILURE TO PROVIDE ITACO WITH ACCURATE ACCOUNT INFORMATION, (d) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (e) YOUR USE OR MISUSE OF ITACO SERVICE, (f) ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, AND/OR (g) HYPERLINKS TO WEB SITES OR CONTENT OR RESOURCES PROVIDED BY COMPANIES OR PERSONS OTHER THAN ITACO. THESE FOREGOING LIMITATIONS ON OUR LIABILITY SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

NOTWITHSTANDING THE FOREGOING, THE CUMULATIVE LIABILITY OF ITACO, ITS AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE USER TERMS OR YOUR USE OF ITACO SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED USD 100 (or equivalent in your local currency) IN RESPECT OF ANY ONE CLAIM OR TOTAL CLAIMS ARISING WITHIN YOUR ITACO CONTRACT PERIOD

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE USER TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES HERETO, THAT THE PARTIES HAVE RELIED UPON SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THESE USER TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

## 12. Disclaimer.

The information, recommendations and/or services provided to you on or through ITACO Service is for general informational purposes only and does not constitute advice. ITACO does not guarantee continuous, uninterrupted access to ITACO Service. Although ITACO attempts to maintain the integrity and accuracy of the information accessible through ITACO Service, we make no guarantees as to its correctness, completeness, or accuracy. Portions of ITACO Service may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to ITACO Service by other users or third parties without ITACO's knowledge. ITACO cannot and does not guarantee that (the contents of) ITACO Services (including [WWW.ITACO-TPA.COM](http://WWW.ITACO-TPA.COM), [WWW.ITACORSA.COM](http://WWW.ITACORSA.COM), or [WWW.ITACOPROVIDERS.COM](http://WWW.ITACOPROVIDERS.COM) websites and [ITACO ASSIST & ITACO PROVIDERS](#) mobile applications) are free of errors, defects, malware and viruses. ITACO reserves the right to cancel any payment, even if it has been previously confirmed by us in writing, as a result of incorrect or mistaken pricing or product or service description or other error. If we do cancel a payment, you will receive a full refund or credit as appropriate and you acknowledge and agree that a refund or credit is your sole remedy.

The quality of the services requested through the use of ITACO Service is entirely the responsibility of the Provider who ultimately provides such services to you. ITACO under no circumstance accepts liability in connection with and/or arising from the services provided by the Provider or any acts, action, behavior, conduct, and/or negligence on the part of the Provider and you hereby agree to release ITACO from all liability and claims arising from the foregoing. Any complaints about the services provided by the Provider should therefore be submitted to the Provider.

ITACO AND ITS AFFILIATES PROVIDE ITACO SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF ITACO SERVICE IS AT YOUR SOLE RISK AND THAT ITACO AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR USE OF ITACO SERVICE WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF ITACO SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (iii) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF ITACO SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS A PART OF ITACO SERVICE WILL BE CORRECTED. ITACO AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM ITACO OR ITS AFFILIATES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## 13. License Grant, Restrictions and Copyright Policy.

For purposes of these User Terms, the following definitions apply:

"**Content**" means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound, illustrations, music, software (excluding ITACO mobile application), opinion, remarks, comments, artwork, links, questions, suggestions, information or other materials.

"**ITACO Content**" means Content owned or used by ITACO, its affiliates or licensors and made available through ITACO Service (including [WWW.ITACO-TPA.COM](http://WWW.ITACO-TPA.COM), [WWW.ITACORSA.COM](http://WWW.ITACORSA.COM), or [WWW.ITACOPROVIDERS.COM](http://WWW.ITACOPROVIDERS.COM) websites and [ITACO ASSIST & ITACO PROVIDERS](#) mobile applications), including any Content licensed from a third party, but excluding User Content.

"**User Content**" means Content that a ITACO user posts, uploads, publishes, submits or transmits to be made available on [WWW.ITACO-TPA.COM](http://WWW.ITACO-TPA.COM), [WWW.ITACORSA.COM](http://WWW.ITACORSA.COM), or [WWW.ITACOPROVIDERS.COM](http://WWW.ITACOPROVIDERS.COM) or through ITACO Service.

"**Collective Content**" means, collectively, **ITACO Content** and **User Content**.

Subject to your compliance with these User Terms and Conditions, ITACO grants you a limited, non-exclusive, non-transferable license to view, download and print any ITACO Content solely for your personal and non-commercial purposes; and to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You may not use, copy, adapt, modify, create derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit ITACO Service or collective content, except as expressly permitted in these User Terms. You may not reuse any Collective Content without first obtaining the written consent of ITACO. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by ITACO or its licensors, except for the licenses and rights expressly granted in these User Terms.

#### **14. License Granted by User.**

We may, in our sole discretion, permit users to post, upload, publish, submit or transmit User Content on ITACO Service. User Content will be deemed non-confidential and non-proprietary. Accordingly, ITACO shall have the right and you hereby grant ITACO the non-exclusive, royalty-free, perpetual right to use, copy, publicly display, publicly perform, modify, create derivative works of and otherwise use or exploit, for any purpose, in any medium and throughout the world, any Content that you post, upload, publish, submit or transmit to be made available on ITACO website or through ITACO Service ("License Grant"). You represent and warrant that any Content posted or transmitted by you does not and will not infringe any third-party rights, including any intellectual property rights, rights of privacy or personality rights and does not contain any defamatory content. Furthermore, you represent and warrant that you have obtained all necessary permission to post any such Content and to grant ITACO the rights granted in the License Grant without restriction.

You acknowledge that ITACO only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. ITACO does not continuously monitor User Content published by you or any other user or moderate between users and ITACO is under no obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of ITACO. Any use by you of the User Content is entirely at your own risk.

You agree to indemnify and hold harmless ITACO, its affiliates and licensors against all costs, expenses, damages, losses, and liabilities incurred or suffered by ITACO or its affiliated companies related to any Content posted or transmitted by you or your other use of ITACO Service.

ITACO reserves the right at its sole discretion to block or remove (in whole or in part) any User Content which ITACO believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to ITACO.

#### **15. ITACO Mobile Application License.**

Subject to your compliance with these User Terms, ITACO grants you a limited non-exclusive, non-transferable license to use ITACO mobile application and to access ITACO Service via a single mobile device or computer that you own or control and to run such copy of ITACO mobile application solely for your own personal use.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party ITACO mobile application in any way; (ii) modify or make derivative works based upon ITACO Service or ITACO mobile application; (iii) create Internet "links" to the Service or "frame" or "mirror" ITACO mobile application on any other server or wireless or Internet-based device; (iv) reverse engineer or access ITACO mobile application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of ITACO Service or ITACO mobile application, or (c) copy any ideas, features, functions or graphics of ITACO Service or ITACO mobile application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of ITACO Service or ITACO mobile application.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of ITACO Service or the data contained therein; or (v) attempt to gain unauthorized access to ITACO Service or its related systems or networks.

ITACO will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. ITACO may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that ITACO has no obligation to monitor your access to or use of ITACO Service or Collective Content or to review or edit any Collective Content but has the right to do so for the purpose of operating ITACO Service, to ensure your compliance with these User Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. ITACO reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that ITACO, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to ITACO Service.

#### **16. Intellectual Property Ownership.**

ITACO (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to ITACO Service (including [WWW.ITACO-TPA.COM](http://WWW.ITACO-TPA.COM), [WWW.ITACORSA.COM](http://WWW.ITACORSA.COM), or [WWW.ITACOPROVIDERS.COM](http://WWW.ITACOPROVIDERS.COM) websites and [ITACO ASSIST](#) or [ITACO PROVIDERS](#) mobile applications) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to ITACO Service, in which you hereby assign all rights, title and interest to ITACO.

These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to ITACO Service or any intellectual property rights owned by ITACO. ITACO's name, logo, and the product names associated with ITACO Service are trademarks of ITACO, its affiliated companies or third parties, and no right or license is granted to use them.

#### **17. App Store Sourced Application.**

With respect to any application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you agree that you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. ITACO reserves all rights in and to the application not expressly granted to you under these User Terms.

You acknowledge and agree that (i) these User Terms are valid between you and ITACO only, and not Apple, and (ii) ITACO, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will, where applicable, refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between ITACO and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of ITACO.

You and ITACO acknowledge that, as between ITACO and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

You and ITACO acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between ITACO and Apple, ITACO, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You and ITACO acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries relating to your license of the App Store Sourced Application, and that, upon your acceptance of these User Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights under these User Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any other provisions of these User Terms, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

#### **18. Third Party Interactions.**

During the use of ITACO Service, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in promotions of third parties. These links take you off ITACO Service and are beyond ITACO's control.

During use of ITACO Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers or sponsors showing their goods and/or services through a link on ITACO Service. These links take you off ITACO Service and are beyond ITACO's control. The websites you can link to have their own separate terms and conditions as well as a privacy policy. ITACO is not responsible and cannot be held liable for the content and activities of these websites. You therefore visit or access these websites entirely at your own risk.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

#### **19. Termination of the Agreement.**

The agreement between ITACO and you embodied by these User Terms may be terminated at any time.

If you wish to terminate the Agreement, you must permanently delete ITACO mobile application installed on your smart phone, thus disabling your use of ITACO Service.

ITACO is entitled to terminate the Agreement at any time and with immediate effect (by disabling your use of ITACO Service). ITACO is not obliged to give notice of the termination of the Agreement in advance. After termination ITACO will give notice thereof if required by these User Terms.

#### **20. Invalidity of one or more provisions.**

If any provision of these User Terms should be held to be unenforceable or invalid for any reason, then such provision or portion thereof shall be modified or deleted in such manner as to render these User Terms (as modified) legal and enforceable to the maximum extent permitted under applicable laws.

#### **21. Modification of the Service and User Terms.**

ITACO may change these User Terms and will post the modified terms (which shall then become the agreement between you and ITACO) with the new effective date listed above. ITACO will also give you prior notice that the User Terms have been changed using the contact information provided by you. Therefore, you agree to keep your account information up to date.

ITACO also encourages you to check the terms of these User Terms from time to time to see if they have been updated. If you do not agree to the modified User Terms, your sole recourse is to stop using ITACO Services. Your continued use of ITACO Services after the date the modified User Terms are posted will constitute your acceptance of the modified User Terms.

#### **22. Notice.**

ITACO may give notice by means of a general notice on ITACO Service or mobile application, or by electronic mail to your email address on record in ITACO's account information, or by written communication sent by regular mail to your address on record in ITACO's account information.

#### **23. Assignment.**

You may not assign your rights under these User Terms without prior written approval of ITACO.

#### **24. Applicable law and Dispute Resolution.**

The User Terms and the resolution of any dispute related to these User Terms will be governed and interpreted by and under the laws of the Kingdom of Bahrain, without giving effect to any conflicts of laws principles that require the application of the law of a different country, and disputes if any must be submitted to exclusive jurisdiction of Courts of Kingdom of Bahrain.

If any provision of this Section 21 is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section 21 shall continue in full force and effect. No waiver of any provision of this Section 21 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this User Terms. This Section 21 will survive the termination of this User Terms or your relationship with ITACO.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION OR TO HAVE A TRIAL BY JURY, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM AND THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES OR THE RULES OF AN ADR PROVIDER.

#### **25. Contact Us.**

If you have any questions about the Terms and Conditions of ITACO Platform, please contact us at:

ITACO Bahrain Co. WLL  
Office 111, Building 474, Road 1010, Block 410, Sanabis  
P.O.Box: 10871  
Kingdom of Bahrain  
Email: info@itaco-tpa.com