

TERMS OF SERVICE – GREEN ARROWS

www.greenarrows.co

- **Introduction**

Welcome to Green Arrows! These Terms of Service ("Terms") govern your use of the Green Arrows website, mobile application, and technology platform (collectively referred to as the "Services") provided by Green Arrows, a company operating in Saudi Arabia. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using our Services.

Our Services include the Green Arrows website and mobile application, as well as any other services, features, and communications offered by Green Arrows. These Services enable you to access and utilize our e-scooter rental services ("Rental Services") available in specific locations within the city, in collaboration with hotels and real estate companies.

By using our Services, you accept and adhere to the practices described in these Terms. In the event that you do not agree with these Terms, please discontinue the use of our Services. We reserve the right to modify or amend these Terms from time to time without prior notice. However, we will notify you of any significant changes. Your continued use of our Services after the posting of or notice regarding such changes signifies your acceptance of the modified Terms. Unless we provide you with specific notice, no changes to these Terms will apply retroactively.

This Agreement constitutes a legal agreement between you ("you" or "user") and Green Arrows, setting forth the essential terms and conditions that govern your use of our Services. This Agreement, along with any updates, supplements, additional terms, and all of Green Arrows' rules and policies, collectively form the entire agreement between you and Green Arrows.

- **Services Offered**

Green Arrows provides electric scooter (e-scooter) services in the city. Utilizing the Green Arrows app, users can rent our electric scooters on a minute-by-minute basis. We offer our users e-scooters, the Green Arrows application, all necessary tools, information, technology, and services. Please be aware that we only provide our services as a convenience to individuals who are able and qualified to use e-scooters, and that there are other available public and private transportation options.

- **User Account**

You must register for an account in order to utilize Green Arrows services. In addition to the other needed information, this requires a legitimate debit or credit card or other accepted payment method. You are required to give information that is true, accurate, whole, and updated as required. Your Green Arrows account is intended only for you and nobody else. Every action taken on your account is your responsibility. For the protection of both you and us, we take fraud seriously. You may only use a payment method that you have the legal right to use and you authorize us to charge this payment method for any charges you incur. If we suspect that any information you've provided is inaccurate, incomplete, or fraudulent, we may suspend or terminate your account. During that time, you may lose access to some or all of our services, either temporarily or permanently.

- **Using the Service**

The Green Arrows application can be used to locate, reserve, and rent available e-scooters in selected locations. Please understand that for supply and related reasons, we reserve the right to accept or reject your reservation requests. If your reservation is rejected after your request, you'll receive the applicable refund assuming your payment method was charged in the first place. If pricing in the app turns out to be incorrect for any reason, we reserve the right to reject a corresponding reservation and will issue you the applicable refund.

- **Rules of Use**

Users of Green Arrows services must comply with the following rules:

- You must be the only user of our services.
- You must be at least 18 years old.
- You must be able to operate our e-scooters in a competent manner. You need to know how to use them and be physically able to do so.
- You must familiarize yourself with and follow local laws governing the use of our e-scooters. Don't use our services in prohibited areas, and make sure you understand the laws on sidewalk use, parking, and alcohol/drug use during operation.
- Do not tamper with, vandalize, or try to gain unauthorized access to our services.
- Minors over 16 may use the e-scooters you have rented, but they must undertake the required safety checks, you must inform them of the rules that apply to them, and you must always monitor their use. You are liable in law for all of their actions as if they were your own.

- **Safety Measures**

Our first priority is safety. Every time you use one of our electric scooters, we advise you to wear a helmet. Although wearing a helmet or other protective equipment does not guarantee you won't get hurt, it is better to be safe than sorry. If wearing a helmet is mandated by law in your location, you must abide by this obligation.

Before each use, perform a safety check on the e-scooter. This includes checking its general condition, making sure the brakes and lights work, and ensuring that the battery is adequately charged. If you notice any sign of damage, unusual or excessive wear, or if maintenance is needed, do not use the e-scooter and inform us as soon as possible. If you don't report these issues, we may have to attribute them to you, including holding you responsible for any associated costs.

- **Additional Rules for Electric Scooters**

We can't guarantee the availability of e-scooters at all times. E-scooters require periodic battery charging to operate, and their level of charge power will decrease with use over both time and distance due to various factors. It is your responsibility to be aware of the level of charge power in the e-scooter you are renting and use your judgment to decide whether it will get you where you intend to go.

- **Pricing and Payment**

The pricing for our e-scooter rentals will be clearly stated on our platform. Fees will be due immediately upon completion of a ride, and payment will be processed using the preferred payment method indicated in your account. If your primary account payment method is determined to be expired, invalid, or otherwise not able to be charged, you agree that Green Arrows may use a secondary payment method in your account, if available. If you dispute any charges, you must let Green Arrows know within 30 days after the date that Green Arrows charges you.

- **Additional**

When you use our services, you must pay all fees and charges that you owe. This includes, but is not limited to, the costs associated with renting our e-scooters and any fines associated with improper use. The preferred payment method specified in your account will be used by Green Arrows to ease payment of any fees and levies, which are payable immediately. You consent to Green Arrows using a backup payment method in your account, if one is available, in the event that your primary account payment method is found to be invalid, expired, or otherwise unable to be charged.

- **License**

Green Arrows provides you with a restricted, revocable, non-exclusive, non-transferable permission to access and utilize the Services and its content. This permission does not extend to any commercial or resale use of the Services or its content, any collection and use of any

product listings, descriptions, or prices, any derivative use of the Services or their contents, any downloading or copying of account information for the benefit of another vendor, or any use of data mining, robots, cookies, or similar data gathering and extraction tools. Unless explicitly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without express written consent from Green Arrows. Any unauthorized use results in the immediate termination of the permissions and/or licenses granted by us to you.

- **Intellectual Property**

All content showcased or displayed on the Services, which includes but is not limited to text, graphics, photographs, images, moving images, sound, and illustrations (“Content”), is the property of Green Arrows, its licensors, vendors, agents and/or its Content providers. All components of the Services, inclusive of the general design and the Content, are safeguarded by trade dress, copyright, moral rights, trademark and other laws related to intellectual property rights. The Services should only be used for the intended purpose for which such Services are being made available. Unless permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. You are responsible for obtaining permission before reusing any copyrighted material that is available on the Services, except as authorized under the copyright laws. You are expected to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Services, Content and all related rights will remain the exclusive property of Green Arrows or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

- **Third Party Links**

Occasionally, the Services may include links to websites that are not owned, operated or controlled by Green Arrows or its affiliates. These links are provided strictly as a convenience to you. If you use these links, you will depart from the Services. Green Arrows is not responsible for any content, materials or other information located on or accessible from any other website. We, along with any of our respective affiliates, do not endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from this Services, you do so entirely at your own risk.

- **Partners**

There may be instances where we collaborate with another entity to co-promote their services within our Services or engage a third party to provide features or technology to enable our Services. In these cases, you may be transacting directly with the other party or subject to the other party’s terms. On those pages or locations, the transactional partners’ brand is clearly visible and their terms of service are posted. When using these partner pages, Service features or technology, you are bound by partner terms of service in addition to remaining bound by these Green Arrows Terms of Service. In case of any discrepancy between these Terms of Service and the partner’s terms of service with respect to any dispute relating to Green Arrows or the Green Arrows Services, these Terms of Service will prevail.

- **Liability Restrictions**

The term "Exempt Parties" refers to the following entities: (i) Green Arrows, its affiliates, subsidiaries, and their respective owners, managers, officers, employees, directors, agents, representatives, successors, assigns, licensees, distributors, vendors, and third parties authorized or partnered with for the distribution, marketing, or commercialization of the

Services, (ii) municipalities and public entities (including their respective elected and appointed officers, officials, employees, and agents) authorizing Green Arrows to operate any of the Services, and (iii) any third party and its affiliates, subsidiaries, and each of their respective owners, managers, officers, employees, directors, agents, representatives, successors, and assigns, from whom you access the Services.

The Exempt Parties' liability towards you shall not be limited or exempted in the following circumstances:

- For fatalities or personal injury resulting from the negligence of the Exempt Parties;
- For fraudulent misrepresentation;
- For damage caused by intentional actions of the Exempt Parties;
- For any other liabilities that cannot be limited or excluded by law.

Beyond the situations mentioned above and within the boundaries of applicable laws, the Exempt Parties shall not be accountable to you for any indirect or consequential losses, loss of data if you are a consumer and not a business customer. If you are a business customer, the Exempt Parties shall not be accountable for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill, or other similar losses. Any liability we hold for losses you endure under these Terms shall not exceed 40,000 Saudi Riyals and is strictly confined to losses that were reasonably foreseeable. Loss or damage is foreseeable if either it is apparent that it will happen or if, at the time the contract was made, both Green Arrows and you knew it might happen.

The Exempt Parties will not be responsible for any failure to fulfill, or delay in fulfillment of, any of our obligations under these Terms caused by events beyond our reasonable control. Our services involve machinery with an inherent risk of use, including potential malfunction regardless of maintenance quality. These risks may not always be evident and could cause property damage, injury, or even death. By using our services, you acknowledge these risks and your responsibility to use our Services safely. You bear the responsibility for any damage you cause to other people or property (unless such damage was directly caused by our actions or lack thereof).

- **Your Obligations**

Within the confines of the law and considering the above, you accept that you will be accountable for all claims, actions, costs, damages, penalties, fines, demands, losses, liabilities, and expenses (including reasonable attorneys' fees and court costs) related to or arising from (i) your violation of these Terms or any applicable law, (ii) any of the Exempt Parties' use of your content as discussed, or (iii) your violation of the rights of any third party. You agree that your obligations under this section will persist even after the termination of these Terms, your user account, or your general access to our Services.

- **Privacy**

We care about your privacy. Please refer to our Privacy Policy for information on how we collect, use, and disclose information from our users. You acknowledge and agree that your use of the services is subject to our Privacy Policy.

- **Changes to the Terms of Service**

We may amend these Terms from time to time, and the revised version will be effective when posted on this website. You will first be able to review any revised version of these Terms before they are made effective. The revised Terms will supersede any previous versions. We recommend that you regularly review these Terms because your continued use of our services after we make any changes to them constitutes your agreement to those changes.

- **Dispute Resolution and Governing Laws**

In the event of any dispute arising from your use of our services, we encourage you to contact us first to seek a resolution. If we are not able to resolve your issues, the dispute will be resolved in accordance with the laws of Saudi Arabia. This agreement and your use of our

services will be governed by and construed in accordance with the laws of Saudi Arabia, without regard to its conflict of law provisions.

- **Termination**

We may terminate these Terms or your use of any Services, or generally cease offering or deny access to any portion of the Services, at any time in our sole discretion. If you disagree with, or wish to challenge, any such termination or cessation by us, please contact us with the relevant details. You must also stop using our Services.

- **Contact**

If you have any questions, comments, or concerns about these Terms of Service, or if you require any support related to our Services, please feel free to contact us at:

Green Arrows Company

_____,
Riyadh, Saudi Arabia

Customer Service Email: ____@greenarrows.co

Customer Service Hotline: +_____

Our customer service representatives are available from 9:00 AM to 6:00 PM (Saudi Arabian Time), Sunday through Thursday, excluding public holidays. We aim to respond to all queries within 48 hours.

Please note that any communication with us will be governed by our Privacy Policy. We appreciate your feedback and will use it to improve our Services.