



Legal

TruKker Technologies DMCC

USER TERMS AND CONDITIONS

Last updated: May 08, 2017

1. Contractual Relationship

These Terms of Use (“*Terms*”) govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and Mainland China) of applications, websites, content, products, and services (the “*Services*”) made available by TruKker Technologies DMCC, a freezone company established in the United Arab Emirates, having its offices at Unit RET-R5-065, JLT-PH2-RET-R5, AstroLabs, Cluster R, Jumeirah Lakes Towers, Dubai, registered at the Dubai Multi Commodities Center under number DMCC - 216574 (“*TruKker*”).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms and Conditions, which establishes a contractual relationship between you and TruKker. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. TruKker may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

TruKker may amend the Terms related to the Services from time to time. Amendments will be effective upon TruKker’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in TruKker’s Privacy Policy located at www.trukker.ae. TruKker may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

United Arab of Emirates is our country of domicile.

2. The Services

The Services constitute a technology platform only that enables users (“*Users*”) of TruKker’s mobile applications or websites provided as part of the Services (each, an “*Application*”) to arrange and schedule goods moving services, goods wrapping services, domestic surface cleaning services, domestic pest control services, domestic non commercial goods storage services, transportation services with independent third party providers of such services, including independent third party transportation providers, services providers, human resource providers and independent third party logistics providers under agreement with TruKker or certain of TruKker’s affiliates (“*Third Party Providers*”).



Third Party Providers

You acknowledge that TruKKer does not provide any services including goods moving, goods wrapping, domestic surface cleaning, domestic pest control, domestic non commercial goods storage services, transportation or logistics services or function as an operator of any such services or as a transportation carrier and that all such transportation or services are provided by independent third party contractors who are not employed by TruKKer or any of its affiliates. TruKKer maintains records of the independent third party contractors for verification of identity, business activities and contact. TruKKer also provides performance standards and encourages independent third party contractors to comply with performance standards. You acknowledge that you are bound by the services terms and conditions and performance standards of the third party contractors for the provision of such services.

License.

Subject to your compliance with these Terms, TruKKer grants you a limited, non-exclusive, non-sub licensable, revocable, non- transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use; and (iii) access and use the website interface and Applications on employer's devices solely in connection with your use of the Services and in compliance with the employer's policies. Any rights not expressly granted herein are reserved by TruKKer and TruKKer's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by TruKKer; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services.

You acknowledge that portions of the Services may be made available under TruKKer's various brands or request options associated with transportation or logistics, including the transportation request brands currently referred to as "TruKKer," "TruKKer Premium," "TruKKer Standard," "TruKKer Super Saver" and "TruKKer Lite". You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of TruKKer's subsidiaries and affiliates; or (ii) independent Third Party Providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations or licenses.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that TruKKer does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. TruKKer does not endorse such third party services and content and in no event shall TruKKer be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third- party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.



Ownership.

The Services and all rights therein are and shall remain TruKker's property or the property of TruKker's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner TruKker's company names, logos, product and service names, trademarks or services marks or those of TruKker's licensors.

www.trukker.ae will NOT deal or provide any services or products to any of OFAC sanctions countries in accordance with the law of UAE.

Multiple shipments/delivery may result in multiple postings to the cardholder's monthly statement.

3. Your Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to TruKker certain personal information, such as your name, email address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner) in case you wish to pay digitally. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or TruKker's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by TruKker in writing, all users may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity; and multiple person can use the same account on behalf of the same company provided they are permitted to do so as per the company's policies and procedures. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from TruKker at any time by sending an email to contact@trukker.ae indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes.

TruKker may, in TruKker's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that TruKker establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise),



unless expressly permitted by TruKker; (iii) may be disabled by TruKker at any time for any reason without liability to TruKker; (iv) may only be used pursuant to the specific terms that TruKker establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. TruKker reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that TruKker determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Obligations.

User obligations include coordination of the move and transit including obtaining necessary permissions and no-objections from housing associations, regulatory authorities, community management, building management and security services, traffic authorities and any other groups; for both moving-out and moving-in times. User must ensure that any home or offices higher than level 01 must have an operational and adequate sized service elevator for the shifting; applicable to both the move-out and move-in locations. Any move that involves using stairs will incur an additional charge and will be restricted to move up to level 04 (4 levels above the unloading level). TruKker based on the assessment of additional labor required to complete the move will advise the additional charges. User is responsible to ensure that electric power is available at the move out and move in location and adequate to allow usage of tools and equipment to unassembled and reassemble furniture by the installer.

For services where the User is selecting services without the supply of packaging material from TruKker, the User must have all necessary packaging material available in adequate quantity before the time of the move.

For services where Users are using TruKker for moving goods are responsible for the packaging, loading and unloading of their goods, including proper tying and stacking of goods on the truck as required and suitable to their product. User can request additional resources like helpers for loading and unloading but User must maintain all obligations to supervise works as necessary and suitable to their consignment. User is responsible to ensure adequate arrangements are made for loading and unloading and any delays caused to the move due to inability to complete the loading or unloading of the truck will incur additional charges by TruKker.

For individual product pick-up and delivery services, Users must ensure that all necessary access and permits are arranged in advance from building management and community services and including the use of service elevators. In case of unavailability of permit or restricted access, TruKker crew will consider the pick-up or delivery failed and user will have to make a new booking to arrange for a new team for pick -up and/or delivery.

TruKker rates and estimates are for services confirmed in its quote or emails only; and do not include for any tolls, taxes, third party fees, parking fees and charges imposed by third parties on the transportation services and other services rendered to the user.

User will be responsible for any delays caused to the move due to inability to meet the obligations and TruKker will have the rights to charge additional over time rates as per Schedule C01 – Rates for Additional Resources.

User is responsible to confirm rescheduling or cancellation of pick-up and deliveries no later than 24 hours before the scheduled pick-up. Rescheduling and cancellation requests received in less than 24 hours from pick up will require an new booking and reservation.

TruKker strongly recommends that User insure their consignment during their home relocations or movement of individual goods.

User Provided Content.

TruKker may, in TruKker's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to TruKker through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to TruKker, you grant TruKker a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of,



distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and TruKker's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant TruKker the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor TruKker's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by TruKker in its sole discretion, whether or not such material may be protected by law. TruKker may, but shall not be obligated to, review, monitor, or remove User Content, at TruKker's sole discretion and at any time and for any reason, without notice to you.

Deliver Schedules.

For Users of TruKker Delivery service for individual products, User will receive an Estimated Delivery Date and Time. Please note that this is not a guaranteed delivery date for your order. Some areas may take longer due to the frequency of pick up and deliveries to the delivery location. Our system calculates this estimated date considering the total amount of time to process your order including: Pick up, Uninstallation, packaging, transit time to the delivery address and installation.

When placing your order, we consider these factors when calculating the Estimated Delivery Date.

Order Processing: The amount of time it takes for us to prepare your order for shipping. This typically takes a few hours so deliveries can be expected in the same day within the city. However, some orders may ship within as few as 6 hrs and some may take up to 48 hours.

Transit Time: The amount of time for multiple pick as per schedule on the particular day including the uninstallation, packing, and transportation time.

When the delivery provider receives your order and is ready to schedule a delivery date, user will be notified via email and SMS about the estimated time for delivery. At that time, they will let you know what days of the week they are able to deliver to your area. Deliveries will be made between the hours of 1pm and 9pm on the delivery date. The delivery company might or might not call you prior to the scheduled delivery. Users will receive a SMS notification when delivery crew is on its way. The delivery company will make every effort to deliver within the time window provided.

TruKker member crew will make one delivery attempt for product deliveries. After the first failed attempt at delivery, the package(s) are returned to our warehouse and we will issue a credit for your merchandise only. If user would like to have the merchandise re-delivered, user will be responsible for an additional delivery fee. Products that are picked up but not delivered due to unavailability at delivery location will incur daily storage charges at AED 5 per cubic meter and administrative charges of AED 50. If products are not collected within 5 business days, TruKker will have the right to sell such products.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. TruKker does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition,



the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

TruKKer Service Categories.

TruKKer will be offering services in various categories that will determine the level of service and the price charged to the User. Please refer to Schedule C04 Services Categories for details.

TruKKer, at its discretion, will change the service categories and its inclusions from time to time without any prior notice. Service categories and inclusions will be unchanged after User has reserved the service through the TruKKer website or mobile apps.

4. Payment & Charges

You understand that use of the Services will result in charges to you for the services or goods you receive from a Third Party Provider (“*Charges*”). After you have received services or goods obtained through your use of the Service, TruKKer will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider’s limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by TruKKer.

TruKKer accepts payments online using Visa and MasterCard credit/debit card in AED currency and also accepts cash payment directly to the TruKKer Third Party Provider.

All Charges are due immediately and payment will be facilitated by TruKKer using the preferred payment method designated in your Account and during confirmation of the service, after which TruKKer will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that TruKKer may, as the Third Party Provider’s limited payment collection agent, use a secondary payment method in your Account, if available.

For users choosing to pay by cash, the base quote will be due for payment no later than 48 hours before the move and the full payment will be collected by TruKKer or its representative from the user before the move.

For Users who use TruKKer for regular transactions TruKKer may, in its sole discretion offer credit terms. The credit terms and conditions are included in Schedule 6 of these Terms. The User will be charged finance charges of 2.0 percent per month for any delay beyond the agreed credit period.

TruKKer can make changes to all rates from time to time at its discretion and rates are fixed as per the above when the customer books the services.

As between you and TruKKer, TruKKer reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in TruKKer’s sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas and/or during certain specific days; may increase substantially during times of high demand. TruKKer will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. For services that involve relocation of homes, offices or any such dwellings, charges will be quoted based on the number of trucks estimated by TruKKer based on the information provided by you before and while requesting the quote and additional information gathered before or during the move; and if additional trucks and/or additional labor is required; as determined by TruKKer during provision of the services; you will be responsible to pay for the additional trucks and other resources deployed to your service. Each truck is estimated to offer up to a maximum of 15 cubic meters of volume. TruKKer’s standard rates and premium service rates for additional trucks and additional labor are included in Schedule C01: Rates for Additional Resources



TruKKer's online quotes for moving of homes are based on size of the units selected, which determines the number of trucks, labor and working hours allowance for the move. Standard resource allowances included in the online quote from TruKKer are as per Schedule C02: Resource Allocations matrix

Any units that require equal or more than 3 trucks might have the move spread over a period of two days, as decided by TruKKer. This is to facilitate efficient moving by avoiding the over crowding of helpers and service areas for packing and removal of goods and parking of trucks.

TruKKer's Super Saver rates are excluding of packaging material and labor towards packing and unpacking efforts. TruKKer's vendors will provide help to uninstall and reinstall beds and the dining table only while all other materials in the apartment or office will be expected to be packed and unpacked by the User as mentioned in item 3, paragraph – User Obligations; of this agreement.

Packaging Material & Charges. TruKKer packing rates indicated along with the online quote are as per Schedule SC03: Packaging Material Price Matrix and any additional packaging material required will be charged based on the same schedule SC03. If additional packaging material is not available with the vendor during time of the move, AED 100 delivery charges will be applied in addition to the additional packaging material charges, as per Schedule SC03.

TruKKer may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee. Cancellation fee might vary based on the remaining duration until start of requested service i.e. late stage cancellation might attract higher cancellation fees. Refunds will be done only through the Original Mode of Payment. Please refer to Schedule SC05: Cancellation Charges for details of cancellation charges applicable.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. TruKKer does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by TruKKer (on TruKKer's website, in the Application, or in TruKKer's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that TruKKer provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

- Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of UAE.
- Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website.
- If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.
- The cardholder must retain a copy of transaction records and Merchant policies and rules

5. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TRUKKER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS



FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TRUKKER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TRUKKER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

TRUKKER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF TRUKKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRUKKER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF TRUKKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRUKKER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TRUKKER'S REASONABLE CONTROL. IN NO EVENT SHALL TRUKKER'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED UAE DIRHAMS (AED 100) .

TRUKKER'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT TRUKKER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity.

You agree to indemnify and hold TruKker and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

(i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) TruKker's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

6. Governing Law; Dispute Resolution

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

These Terms shall be governed by and construed in accordance with the law of England and Wales.

7. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to TruKker's designated agent. Please visit TruKker's web page at www.trukker.ae for the designated address and additional information.



Notice.

TruKker may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to TruKker by written communication to TruKker's address at TruKker Technologies DMCC, Astrolabs, Cluster R, Jumeirah Lake Towers, PO Box 336851.

General.

You may not assign or transfer these Terms in whole or in part without TruKker's prior written approval. You give your approval to TruKker for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of TruKker's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, TruKker or any Third Party Provider as a result of the contract between you and TruKker or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."



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SCHEDULE C01: Rates for Additional Resources

Last updated: May 2017

<u>Truck type</u>	<u>Day rate (9 hours and includes for transit time to/from customer's location)</u>
1 ton pick up	AED 350 (including driver)
3-4 ton truck	AED 450 (including driver)

<u>Labor type</u>	<u>Day rate (9 hours and includes for transit time to/from customer's location)</u>
Helper	AED 180
Installer	AED 180
Handyman	AED 500

Over time & hourly rates for moving services:

<u>Labor type</u>	<u>Hourly Rate</u>
Helper	AED 15
Installer	AED 15
Handyman	AED 150 for first hour and AED 100 second hour onwards

Reschedule or Cancelled deliveries will not be refundable if cancellation or reschedule request is less than 24 hours from the cremation.

User will be required to pay for additional pick up and delivery to obtain their product.



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SCHEDULE C02: Resource Allocations Matrix

Last updated: September 2016

Standard Service

Unit Size	No. of trucks	No. of Drivers	Helpers	Installers	Hours for move
Studio	1	1	2	1	5 - 6 hours
1 Bed Room apartment	1	1	2	1	Up to 10 hours
2 Bed Room apartment	1	1	5	1	Up to 10 hours
3 Bed Room apartment/villa	3	3	4	2	Up to 10 hours
4 Bed Room apartment/villa	4	4	6	2	Up to 10 hours
5 Bed Room apartment/villa	5	5	8	2	Up to 10 hours

Premium Service

Unit Size	No. of trucks	No. of Drivers	Helpers	Installers	Hours for move
Studio	1	1	2	1	5 - 6 hours
1 Bed Room apartment	1	1	2	1	Up to 10 hours
2 Bed Room apartment	2	2	4	1	Up to 10 hours
3 Bed Room apartment/villa	3	3	4	2	Up to 10 hours
4 Bed Room apartment/villa	4	4	6	2	Up to 10 hours
5 Bed Room apartment/villa	5	5	8	2	Up to 10 hours



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SCHEDULE C03: Packaging Material Price Matrix

Last updated: September 2016

This matrix provides details of the packaging material unit rates and total quantity allowance for each unit type as included in TruKker packing material quote online or on the TruKker app.

Table 01 – Unit Price and Quantity allowances for TruKker Standard & Premium services

		Unit Rate (AED)	Studio	1 BR	2 BR	3 BR	4 BR	5 BR
Large Square Boxes	60x60x60 cms	10.0			2	4	6	8
Medium Boxes	45x45x45 cms	6.0	5	10	14	18	22	26
Large Boxes	45x45x70 cms	7.0	4	6	8	10	12	14
Wardrobe Boxes	610x535x1065 mm	45.0						
Flat Boxes	36x40x90 cms	10.0						
Bubble Wrap, kgs	5.5	65.0				3		1
Bubble Wrap, kgs	6.5	75.0	1	1				
Bubble Wrap, kgs	8	95.0						
Bubble Wrap, kgs	10	110.0			1		2	2
Packing tape	1 unit	7.0	4	6	7	9	10	11
Packing Paper 1sq meter	1 kg	5.0	1	1	2	3	4	5
Edge Protector, corrugated	1 meter	6.0	2	2	3	4	5	6
Stretch Film rolls, 50 cm x 20 mic.	1 unit	15.0	1	1	2	3	4	5

Table 02 – Unit Price and Quantity allowances for TruKker Super Saver Services

		Unit Rate (AED)	Studio	1 BR	1 BR	3 BR	4 BR	5 BR
Large Square Boxes	60x60x60 cms	10.0						
Medium Boxes	45x45x45 cms	6.0						
Large Boxes	45x45x70 cms	7.0						
Wardrobe Boxes	610x535x1065 mm	45.0						
Flat Boxes	36x40x90 cms	10.0						
Bubble Wrap, kgs	5.5	65.0				3		1
Bubble Wrap, kgs	6.5	75.0	1	1				
Bubble Wrap, kgs	8	95.0						
Bubble Wrap, kgs	10	110.0			1		2	2
Packing tape	1 unit	7.0	2	3	7	9	10	11
Packing Paper 1sq meter	1 kg	5.0			2	3	4	5
Edge Protector, corrugated	1 meter	6.0	2	2	2	3	4	5
Stretch Film rolls, 50 cm x 20 mic.	1 unit	15.0	1	1	2	3	4	5

If additional packaging material is not available with the vendor during time of the move, AED 40 delivery charges will be applied in addition to the additional packaging material charges required for the move.

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SCHEDULE C04: SERVICES CATEGORIES

Last updated: September 2016

TruKker Service Categories.

TruKker offers 'Standard', 'Premium' and 'Super Saver' services in the UAE for its home moving services, which are defined as per below in addition to description and details provided on www.trukker.ae or on the TruKker mobile applications.

TruKker Standard service includes packaging and moving services from third party vendors who usually have uncovered trucks and the truck owner is licensed as a goods moving, freight, logistics or a similar business company in UAE. The service offers help from workers who are validated by TruKker to have necessary documentation issued by UAE authorities and ability to perform as manual helpers during packing and moving of general house hold items. The helpers are able to offer manual lifting help during the move. The Installers have on the job training of dismantling and assembling of normal furniture types including beds, sofas and dining tables but are not recommended by TruKker to dismantle or assemble cabinets, chest of drawers, wall or ceiling light fittings or any kind of chandeliers, split air conditioning units, wall mounted television sets, electrical cabling works, installation of computers or music systems, installation of white goods including washing machine or dishwashers, installation of gas or electric cookers, installation of wall mounted paintings, fixing of curtains and curtain rods. The Standard service is inclusive of packaging material as per the Schedule C03 Packaging Material price matrix.

TruKker Premium service includes packaging and moving services from third party vendors who usually have covered trucks and the truck owner is licensed as a professional packer and mover, freight, logistics or a similar business company in UAE. The service offers help from workers who are validated by TruKker to have necessary documentation issued by UAE authorities and ability to perform as manual helpers during packing and moving of general house hold items. The helpers are able to offer manual lifting help during the move. The Installers have on the job training of dismantling and assembling of normal furniture types including beds, sofas and dining tables but are not recommended by TruKker to dismantle or assemble cabinets, chest of drawers, wall or ceiling light fittings or any kind of chandeliers, split air conditioning units, wall mounted television sets, electrical cabling works, installation of computers or music systems, installation of white goods including washing machine or dishwashers, installation of gas or electric cookers, installation of wall mounted paintings, fixing of curtains and curtain rods. The Premium service is inclusive of packaging material as required for the move.

TruKker Super saver service includes packaging and moving service from third party vendors who usually have uncovered trucks and the truck owner is licensed as a goods moving, freight, logistics or a similar business company in UAE. The service offers help from workers who are validated by TruKker to have necessary documentation issued by UAE authorities and ability to perform as manual helpers during packing and moving of general house hold items. The super saver service is meant for value driven clients who are willing to complete all packaging of house hold goods in their time before start of the move by TruKker's super saver crew. The helpers are able to offer manual lifting help during the move. The Installers have on the job training of dismantling and assembling normal furniture types including beds, sofas and dining tables but are not recommended by TruKker to dismantle or assemble cabinets, chest of drawers, wall or ceiling light fittings or any kind of chandeliers, split air conditioning units, wall mounted television sets, electrical cabling works, installation of computers or music systems, installation of white goods including washing machine or dishwashers, installation of gas or electric cookers, installation of wall mounted paintings, fixing of curtains and curtain rods. The Super Saver crew will only offer support in dismantling and packing of dining table and dining chairs, beds and bedside table, sofas, refrigerator, one coffee table, one wall mounted television, one chest of drawers per bedroom. The super saver crew will also help in installation of the same furniture except the wall-mounted television. The Super saver service is inclusive of limited packaging material required for packing of the normal furniture listed above and as per Schedule SC03: Packaging Material Price Matrix. The user is expected to pack and keep all other house items in standard size boxes ready for moving before the move. TruKker will offer standard sized boxes for purchase and if user chooses to buy can inform TruKker in advance.



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SCHEDULE C05: CANCELLATION & SCHEDULE CHANGE CHARGES

Last updated: May 2017

Following Cancellation & Schedule Change charges apply for services based on the time of cancellation and the category of service.

	Cancellation Charges	Schedule Change Charges
Up to 3 days before the scheduled move	-	-
Between 3 days & 1 day before the scheduled move	AED 200	AED 200
Within 24 hours & up to 12 hours of the scheduled move	Base Quote	AED 300
Within 12 hours of the scheduled move	Base Quote + AED 400	Base Quote + AED 300
Reschedule or Cancellation Product Pickups & Delivery	No Refund	No Refund