

# YALLAHSIR TERMS AND CONDITIONS

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Terms and Conditions ("**Terms**"), unless the context clearly requires otherwise:

"**Account**" means a user profile created on the Platform by a User or Driver.

"**Company**," "**we**," "**us**," "**our**," "**YallahSir**" means YallahSir Ltd, a company registered in the Republic of Ireland.

"**Content**" means text, images, videos, messages, reviews, ratings and any other material uploaded or posted by Users or Drivers on the Platform.

"**Driver**" means any independent contractor, sole trader, partnership or limited company offering transport or delivery services through the Platform.

**"Force Majeure"** means any unforeseeable circumstance or event beyond the reasonable control of a party, including but not limited to war, terrorism, natural disasters, pandemics, strikes, or government action.

**"Goods"** or **"Shipment"** means any items, packages, parcels or cargo offered for transport via the Platform.

**"Marketplace Model"** means that the Platform provides only a technology intermediation service to connect Users and Drivers; the Platform does not operate as a carrier, courier service, logistics provider or agent for either party.

**"Personal Data"** has the meaning set out in the GDPR and/or applicable data protection laws.

**"Platform"** means the YallahSir mobile application, website, and all associated services, features, and functionalities.

**"Services"** means the digital intermediation services provided by the Platform, namely listing, searching, matching, communication and transaction facilitation between Users and Drivers.

**"Transport Services"** or **"Delivery Services"** means any transport, courier, logistics or delivery service actually provided by a Driver to a User.

**"User"** or **"Client"** means any person or entity using the Platform to request, book or arrange transport or delivery services.

## 1.2 Interpretation

In these Terms, the words and phrases have the meanings given above. Headings are for convenience only and do not affect interpretation. References to "including" mean "including without limitation." References to days mean calendar days unless otherwise specified.

## 2. SERVICE OVERVIEW AND PLATFORM ROLE

### 2.1 Marketplace Intermediation Only

The Platform operates exclusively as a technology intermediary and marketplace that enables Users and Drivers to:

- discover each other
- communicate directly
- negotiate and agree terms
- facilitate booking and tracking
- process payments between parties

The Company does not provide, operate or deliver Transport Services. The Company is not a carrier, courier, freight forwarder, warehouse operator, logistics provider, shipper or agent for either party.

## **2.2 Independent Contracts Between Parties**

By using the Platform, all Users and Drivers acknowledge and agree that:

(a) Any contract for Transport Services is concluded directly between the User and the Driver in their individual capacities, and does not involve the Company as a party.

(b) The Company does not enter into any contract of carriage, transport agreement, or delivery obligation.

(c) The relationship between User and Driver is arm's length and independent; the Company is neither a party to nor responsible for the performance, non-performance, terms or conditions of any Transport Services.

## **2.3 No Carrier Liability**

The Company explicitly disclaims any role as, and assumes no liability for:

- safe or timely delivery of Goods
- condition of Goods at collection, in transit or upon delivery
- loss, theft, damage or delay in transport
- acts or omissions of Drivers
- contractual or non-contractual liability of Drivers or Users towards each other

## **2.4 Platform Availability and Connectivity**

The Platform provides a connection service only. The Company does not guarantee:

- that the Platform will be continuously available or error-free
- that communication between User and Driver will be uninterrupted
- that booking, tracking or messaging functions will operate without technical issues
- connectivity or data transmission in specific geographic areas

# **3. ELIGIBILITY AND ACCOUNT REQUIREMENTS**

## **3.1 Eligibility Criteria**

To use the Platform, you must:

(a) be at least 18 years of age;

(b) have the legal capacity to enter into binding contracts;

(c) be resident in or operating from a jurisdiction where YallahSir operates;

(d) not be under any sanctions, legal restrictions or prohibitions that would prevent your use of the Platform;

(e) not have previously been banned or removed from the Platform;

(f) agree to comply fully with these Terms and all applicable laws.

### **3.2 Ineligible Users**

The Company may refuse access to or deny registration to any person or entity at its sole discretion, including but not limited to:

- individuals or businesses under legal investigation or with criminal convictions related to fraud, theft or violence
- entities suspected of money laundering, sanctions evasion or terrorist financing
- users with a history of fraudulent transactions, chargebacks or payment defaults
- users who attempt to circumvent identity verification or provide false information

### **3.3 Business Users**

Users engaging in commercial or repeated use of the Platform may be subject to additional verification, including:

- proof of business registration and tax identification
- financial information and credit checks
- compliance with transport and logistics regulations in their jurisdiction

## **4. USER ACCOUNTS AND SECURITY**

### **4.1 Account Creation**

To create an Account, you must provide:

- full legal name (for individuals) or registered business name (for entities)
- valid email address
- valid mobile telephone number
- date of birth (individuals only)
- residential or business address
- any other information reasonably requested during registration

All information must be accurate, current and complete.

### **4.2 Account Verification**

The Company may require identity verification, including:

- government-issued photo identification (passport, ID card, driving licence)
- proof of address (utility bill, bank statement)
- business registration documents (for companies)
- background checks or sanctions screening

Verification may be conducted by the Company or via third-party identity verification providers. You consent to these checks and agree to provide all requested documentation promptly.

### 4.3 Account Credentials and Access

You are responsible for:

- maintaining the confidentiality of your username, password and security codes
- keeping your Account information current and accurate
- preventing unauthorized access to your Account
- all activities and transactions conducted under your Account, whether authorized by you or not

If you suspect unauthorized access or breach of security, you must notify the Company immediately at [support@yallahsir.com](mailto:support@yallahsir.com).

### 4.4 Account Suspension or Termination by Company

The Company may suspend, restrict or permanently terminate any Account at any time, at its sole discretion, without liability, in case of:

- suspected or confirmed fraud, money laundering or illegal activity
- breach of these Terms
- non-payment of fees or outstanding liabilities
- violation of applicable laws or regulations
- repeated complaints from other Users
- safety or security risks to the Platform community
- inactivity for an extended period (6+ months without login)

Users terminated for serious violations (fraud, theft, violence) will be permanently banned and may be reported to law enforcement.

### 4.5 User Account Data

Upon termination of your Account:

- the Company may retain your Account data as required by law (tax, accounting, dispute resolution)
- the Company will not delete data that is subject to legal holds or ongoing investigations
- Personal Data will be processed in accordance with the Privacy Policy

## 5. PLATFORM SERVICES (MARKETPLACE INTERMEDIATION ONLY)

### 5.1 Services Provided by the Company

The Platform provides Users and Drivers with the following non-exclusive services:

#### (a) Discovery and Matching

- a searchable listing of available Drivers and their routes, capacity and pricing
- a matching algorithm or manual search to connect Users with Drivers based on origin, destination, timing and preferences
- filter and sort functions to narrow results

### **(b) Communication Tools**

- secure, in-app messaging system between Users and Drivers
- voice/video call capabilities (where available)
- automated notifications regarding booking status, tracking and delivery

### **(c) Booking and Tracking**

- reservation or booking functionality to request Transport Services
- GPS tracking of Shipments during transit (where Driver shares location)
- estimated delivery times and status updates
- proof-of-delivery features (photos, signatures, QR codes)

### **(d) Payment Processing**

- secure payment processing on behalf of Users and Drivers via third-party payment providers
- recording of transaction history and invoices
- collection and distribution of fees

### **(e) Rating and Review System**

- ability for Users and Drivers to rate each other on a numerical scale
- optional written reviews and feedback
- public display of ratings and reviews (subject to moderation)

### **(f) Dispute Assistance (Non-Binding)**

- basic mediation and dispute resolution support

## **5.2 Services NOT Provided**

The Company does not provide:

- Transport or delivery of Goods
- warehousing, storage or handling of Goods
- cargo insurance or valuation services
- compliance with customs, import/export or border regulations
- legal representation or formal arbitration
- guarantees regarding Driver availability, responsiveness or performance
- refunds, compensation or damages for non-performance of Transport Services

## **5.3 Use License**

The Company grants Users and Drivers a limited, non-exclusive, non-transferable, revocable license to use the Platform solely for the purpose of:

- discovering and booking Transport Services (Users)
- offering and delivering Transport Services (Drivers)
- communicating with counterparties regarding Shipments
- managing payments and resolving disputes

This license is personal and may not be sold, transferred or sublicensed.

## 5.4 Restrictions on Platform Use

Users and Drivers must not:

- use the Platform for any illegal, unlicensed or unauthorized purpose
- bypass, disable or interfere with Platform security features
- upload, transmit or facilitate transmission of malware, viruses or harmful code
- scrape, crawl, mirror or copy Platform data without authorization
- create multiple Accounts to circumvent restrictions or deceive other Users
- impersonate any person or entity
- violate the intellectual property rights of the Company or third parties
- engage in harassment, abuse, defamation or hate speech
- interfere with the Platform's operation or security
- facilitate or encourage any breach of these Terms

## 6. INDEPENDENT CONTRACTOR STATUS OF DRIVERS

### 6.1 No Employment Relationship

By using the Platform as a Driver, you acknowledge and agree that:

(a) You are an independent contractor, not an employee, agent or representative of the Company;

(b) No employment contract, partnership, joint venture or agency relationship exists between you and the Company;

(c) You have complete autonomy over:

- whether to accept or decline booking requests
- your working schedule and availability
- the routes, timing and methods you use for Transport Services
- the pricing you offer (subject to Platform guidelines)
- the quality and standards of your services

(d) You are solely responsible for:

- compliance with all applicable laws, permits and licenses (professional driving licence, operator licence, vehicle registration, insurance, safety regulations)
- payment of your own taxes, social contributions and insurance
- vehicle maintenance, fuel and operating costs
- safe and legal conduct of Transport Services
- any contractual obligations to Users

### 6.2 No Benefits or Protections

As independent contractors, Drivers are not entitled to:

- employment benefits (holiday pay, sick leave, pension contributions)
- health insurance or workers' compensation coverage
- unemployment benefits
- union representation or collective bargaining rights
- statutory protections afforded to employees

## 6.3 Insurance Obligations

Each Driver must obtain and maintain, at their own cost:

(a) **Vehicle Insurance** covering third-party liability, passenger liability and cargo coverage as required by the law of the jurisdiction where the vehicle is registered;

(b) **Professional Liability or Cargo Insurance** appropriate to the types of goods transported and the routes covered; and

(c) **Health and Safety Compliance** including safety certificates, medical fitness checks and vehicle roadworthiness inspections as mandated by applicable law.

Failure to maintain adequate insurance may result in Account suspension or termination.

## 6.4 Criminal Background Checks

The Company may conduct or require background checks (including police record checks, sanctions screening and fraud database searches) on Drivers before and periodically during Platform membership. Drivers with convictions for theft, fraud, violence, sexual offences or drug trafficking may be rejected or terminated.

# 7. RESPONSIBILITIES OF USERS (SHIPPERS)

## 7.1 Accuracy of Shipment Information

Users must provide accurate and complete information regarding Shipments, including:

- exact description of contents
- accurate declared value of contents (if insurable)
- weight and dimensions
- collection address (full street address, building/flat number, city, postal code)
- delivery address (full street address, recipient name, city, postal code, phone number)
- any special handling instructions or time constraints
- contact person name and telephone number for both collection and delivery

Failure to provide accurate information may limit or waive any claims for loss or damage.

## 7.2 Declared Value

Users must declare an accurate, realistic value of Shipment contents. This is used to:

- assist Drivers in assessing risk and setting pricing
- determine insurance applicability and limits (if the User chooses to arrange third-party insurance)
- inform any dispute resolution process

The Company and Drivers are not bound by artificially inflated or undeclared values. Over-declaration may result in Account suspension on suspicion of fraud.

## 7.3 Prohibited and Dangerous Items

Users must not ship any items that are:

**(a) Illegal in the origin, destination or transit countries, including:**

- controlled drugs or narcotics
- weapons, ammunition or explosives
- stolen goods or counterfeit products
- items subject to sanctions or export controls
- forged documents or currency

**(b) Inherently Dangerous, including:**

- hazardous chemicals, flammable materials or corrosives
- radioactive, biological or infectious materials
- compressed gases or pressurized containers

**(c) Perishable without proper refrigeration or ventilation**

**(d) High-Value items without adequate declaration and Driver agreement, including:**

- cash, jewelry, precious metals or gems
- fine art, antiquities or collectables
- electronics (unless robust packing is confirmed)
- important documents (unless the User accepts all risk)

## 7.4 Inspection and Refusal

Drivers reserve the right to refuse any Shipment if they have reasonable suspicion of illegal content, danger or inadequate packing. The Company supports this right and will not penalize Drivers who refuse suspicious Shipments.

## 7.5 User Liability for Prohibited Items

If a User ships prohibited or dangerous items:

- the User assumes full legal and financial responsibility for any consequences, including customs fines, criminal liability, vehicle damage or personal injury
- the Company and Driver are fully indemnified against all claims, losses and liability
- the Platform may report the matter to law enforcement authorities
- the User's Account will be permanently terminated

## 7.6 Packing and Protection

Users are responsible for:

- properly packing Goods to withstand normal transit conditions
- using appropriate boxes, padding, labels and sealing
- protecting fragile or sensitive items with bubble wrap, foam or similar protection
- not overfilling packages or creating safety hazards

Poor packing is not the responsibility of the Driver or the Company. Users who claim damage caused by inadequate packing will not be eligible for compensation.

## 7.7 Acceptance of Risk

By booking Transport Services, Users acknowledge and accept that:

- Goods are transported entirely at the User's risk
- loss, theft, damage or delay may occur despite reasonable care by the Driver
- the User has full responsibility for arranging insurance if desired
- the User will not hold the Company liable for events beyond the Company's control

## 8. RESPONSIBILITIES OF DRIVERS

### 8.1 Legal Compliance

Each Driver must:

**(a) Possess all required licences and permits, including:**

- valid driving licence (category appropriate to vehicle)
- professional transport operator licence (if applicable under national law)
- vehicle registration and roadworthiness certification
- proof of tax registration and business licensing

**(b) Comply with all applicable transport regulations, including:**

- customs clearance procedures for cross-border Shipments
- weight and dimension limits for vehicles
- speed restrictions and driving hour regulations
- vehicle safety requirements

**(c) Maintain appropriate insurance, including third-party liability and cargo coverage;**

**(d) Not drive while impaired by alcohol, drugs or fatigue;**

**(e) Report any accidents, damages or incidents affecting Shipments or vehicles immediately to the Company.**

### 8.2 Safe Handling and Delivery

Drivers are responsible for:

- safely loading and securing Goods to prevent movement or damage during transit
- using appropriate lifting techniques and equipment to avoid injury or package damage
- driving safely and defensively to minimize sudden movements or impacts
- monitoring vehicle temperature and ventilation where applicable
- protecting Goods from weather, theft and contamination during transit
- delivering Goods to the correct address on the scheduled date/time or as soon thereafter as reasonably possible

### **8.3 Proof of Delivery**

Upon delivery, Drivers should:

- obtain the recipient's signature or confirmation (where possible)
- take a photograph of the delivered Shipment at the delivery location
- record any visible damage or discrepancies
- provide these proof-of-delivery materials to the Platform for storage and dispute resolution

Failure to provide proof of delivery may prejudice the Driver in any dispute.

### **8.4 Communication with Users**

Drivers must:

- respond to reasonable requests from Users within a reasonable timeframe
- provide regular updates on Shipment status (collection, in transit, delivery)
- notify Users of any significant delays, accidents, vehicle problems or other issues that may affect delivery
- remain accessible via the Platform's messaging system or phone during active Shipment transport

### **8.5 Conduct Standards**

Drivers must:

- treat Users with respect and professionalism
- not engage in harassment, discrimination or offensive behavior
- maintain a clean and safe vehicle and working environment
- not drive or handle Goods while impaired by alcohol or drugs
- not use offensive language or make improper advances toward Users or recipients
- protect the privacy and personal information of Users

### **8.6 Ratings and Reviews**

Users may rate and review Drivers based on their experience. Drivers who consistently receive low ratings or who accumulate serious complaints may be subject to:

- warnings and mandatory retraining
- temporary suspension of booking privileges
- permanent termination from the Platform

## **9. BOOKING ACCEPTANCE AND CONTRACT FORMATION**

### **9.1 User Booking Request**

When a User posts a booking request or quote request on the Platform, this constitutes an invitation to treat (not a binding offer). The User is inviting Drivers to make offers for Transport Services.

## 9.2 Driver Acceptance

When a Driver accepts a booking request or submits a quote that is accepted by the User, this constitutes the formation of a binding Transport Services contract between the User and Driver only.

The Company is not a party to this contract and assumes no obligations or liabilities under it.

## 9.3 Contract Terms

The contract between User and Driver includes:

- the description of Goods (as provided by User)
- the collection and delivery addresses and dates/times
- the agreed price and payment terms
- any special instructions or requirements
- the Driver's terms and conditions (if any)
- these Terms and Conditions (to the extent they do not conflict with the bilateral agreement between User and Driver)

## 9.4 Cancellation by User

If a User wishes to cancel a booking after a Driver has accepted:

(a) The User should notify the Driver immediately via the Platform messaging system.

(b) Cancellation may incur fees, including:

- the Driver's lost opportunity cost
- any expenses already incurred (vehicle, fuel, time)
- Platform processing fees

(c) Cancellation fees are determined by the specific Driver and will be shown at the time of booking.

(d) The Company does not mediate cancellation disputes but may assist with evidence collection if requested.

## 9.5 Non-Performance or Delay

If a Driver does not collect Goods at the agreed time or deliver by the agreed date:

(a) The User should contact the Driver immediately to understand the reason and agree a revised timeline.

(b) Causes of delay may include:

- traffic congestion or road accidents
- vehicle breakdown or maintenance issues
- weather or natural disasters
- customs clearance delays at borders
- strikes, protests or government action
- the User's failure to have Goods ready for collection

(c) The Company is not responsible for delays and will not provide compensation, refunds or alternative services.

(d) The User's sole recourse is to pursue the Driver directly for breach of contract or negotiate a resolution.

## 9.6 Non-Acceptance by Driver

A Driver may decline to accept or continue a booking if:

- the User has not provided complete or accurate information
- the Goods appear to contain prohibited items
- the packing is inadequate or unsafe
- the collection or delivery location is unsafe or unreasonable
- the User has a history of disputes or non-payment

Drivers who decline may do so without penalty, and the User may then seek alternative Drivers.

# 10. PRICING FEES AND PAYMENT PROCESSING

## 10.1 Pricing Structure

### (a) Driver-Set Pricing

Drivers set their own prices for Transport Services, subject to Platform guidelines. Prices typically reflect:

- distance, weight and dimensions of Goods
- urgency and timing requirements
- vehicle type and capacity needed
- fuel costs and insurance
- Driver experience and rating

### (b) Platform Service Fees

The Company may charge Users and/or Drivers a service fee or commission for use of the Platform.

### (c) Transparent Display

All fees will be clearly displayed to the User before booking confirmation. The User must actively accept these fees as a condition of completing the booking.

## 10.2 Payment Methods

Accepted payment methods include:

- debit and credit cards (Visa, Mastercard, etc.)
- bank transfers and SEPA payments
- digital wallets (e.g., Apple Pay, Google Pay)
- other methods as available on the Platform

## 10.3 Payment Timing and Withholding

### **(a) User Payments**

The User's payment is collected at the time of booking or as agreed with the Driver. The Company holds payments in trust pending Driver confirmation of collection and delivery.

### **(b) Driver Payments**

The Driver's payment (Transport Services price minus Platform fees and any withholdings) is released to the Driver within a reasonable timeframe of successful delivery confirmation, unless:

- a dispute has been raised
- the Driver has violated these Terms
- an investigation is underway
- payment failed or was flagged as fraudulent

### **(c) Withholding for Disputes**

If the User or Driver disputes a transaction, the Company may withhold payments pending resolution.

## 10.4 Refunds and Chargebacks

### **(a) User Refunds**

Users may request a refund of Platform service fees under limited circumstances as defined by Platform policy.

### **(b) Chargeback Prevention**

Users agree not to dispute charges with their payment provider (chargeback) without first attempting to resolve the matter with the Driver and the Company. Users who initiate chargebacks without prior communication may have their Accounts terminated.

### **(c) Failed Payments**

If a User's payment fails or is declined, the booking is cancelled. The User is responsible for arranging alternative payment or seeking a different Driver.

## 10.5 Taxes and Duties

### **(a) VAT and Sales Tax**

The Platform's service fees are subject to VAT or sales tax as required by applicable law. The displayed price may be exclusive of tax; final charges will include applicable taxes.

### **(b) Customs and Import Duties**

Users and Drivers are responsible for any customs duties, import taxes, or regulatory fees levied by customs authorities in cross-border shipments. The Company is not responsible for assessing, calculating or paying these charges.

### **(c) Driver Reporting and Tax Compliance**

Drivers are responsible for reporting their income from Transport Services to tax authorities and paying all applicable income tax, national insurance or equivalent contributions.

## 10.6 Late Payment and Arrears

If a User or Driver fails to pay agreed fees or owes the Company money:

- the Company may charge interest at applicable rates
- the Company may suspend the Account until payment is received
- the Company may pursue recovery through legal action or debt collection
- outstanding sums may be offset against future payouts

## 11. NO LIABILITY FOR LOSS DAMAGE DELAY OR THEFT

### 11.1 Fundamental Limitation

This is the most critical section of these Terms. By using the Platform, Users and Drivers acknowledge and irrevocably agree that:

**The Company assumes absolutely no liability, responsibility or obligation whatsoever for:**

#### **(a) Loss or Disappearance of Goods**

- packages not collected or never arriving at destination
- Goods missing or undelivered despite Driver confirmation of collection
- packages lost during transit or at way-stations

#### **(b) Damage to Goods**

- damage visible at collection or delivery
- damage sustained during loading, transit or unloading
- deterioration, exposure to weather, contamination or theft
- damage caused by inadequate packing, inadequate vehicle conditions or acts of the Driver

#### **(c) Delays in Delivery**

- missed delivery dates or times
- delays caused by traffic, weather, mechanical issues, customs procedures or any other cause
- delayed collection or failed-to-deliver situations

#### **(d) Theft or Fraud**

- theft of packages by Drivers, third parties or unknown perpetrators
- fraudulent misappropriation or mishandling of Goods by Drivers or platform users
- criminal acts or misconduct by Drivers or other Users

#### **(e) Value Fluctuations**

- changes in market prices or value of Goods in transit
- currency exchange losses (for international shipments)

- loss of business opportunity or profits due to late delivery

## **11.2 Exclusion of Liability**

To the maximum extent permitted by applicable law, the Company explicitly excludes liability for:

- (a) any direct, indirect, incidental, special, consequential, punitive or exemplary damages;
- (b) loss of profits, revenue, business opportunity, anticipated savings or goodwill;
- (c) loss of data, privacy breaches or unauthorized disclosure of information;
- (d) loss of reputation or reputational harm;
- (e) any damages arising from the acts, omissions, negligence or misconduct of Drivers, Users or third parties;
- (f) any claims based on contract, tort (including negligence), strict liability or any other legal theory.

## **11.3 No Guarantees or Representations**

The Company makes no warranty or representation that:

- Goods will be collected, transported or delivered by any specific date
- Goods will arrive in the same condition as when collected
- Goods will not be lost, stolen or damaged
- Drivers will comply with all laws or treat Goods with care
- the Platform will facilitate successful dispute resolution
- any suggested resolution or refund will be enforced or accepted by the other party

## **11.4 Contractual Privity**

Because the transport contract exists solely between User and Driver:

- any claims for loss, damage or non-performance must be brought against the Driver, not the Company
- the Company is not privy to the bilateral contract and cannot be held liable for its breach
- the Company's role is limited to facilitating communication and providing a platform for mediation

## **11.5 Applicable to All Users**

These liability exclusions apply equally to:

- individual consumers
- small businesses
- large enterprises
- any User or Driver, regardless of status or claim amount

No exception will be made for high-value shipments, important items or urgent deliveries.

## 11.6 Assumption of Risk by Users

By booking Transport Services via the Platform, Users irrevocably assume all risk of loss, damage, delay or theft of Goods. Users should:

- only ship items they are prepared to lose
- obtain third-party cargo insurance if they require coverage
- negotiate express insurance terms directly with their Driver
- use registered or insured carriers for high-value items

## 12. NO INSURANCE COVERAGE

### 12.1 Platform Does Not Insure

The Company does not provide, arrange or facilitate any insurance for Goods transported via the Platform. Specifically:

- (a) The Company is not an insurance broker or agent;
- (b) The Company makes no representation regarding insurance availability or coverage;
- (c) Users and Drivers are responsible for obtaining their own insurance;
- (d) The Company will not refund claims on the basis that insurance should have been available.

### 12.2 Driver Insurance

While individual Drivers may carry cargo insurance or offer insurance as part of their service, this is entirely at the Driver's discretion and not a service provided by the Platform. If a Driver offers or mentions insurance:

- (a) The User must negotiate coverage terms directly with the Driver;
- (b) Any insurance dispute is between the User and Driver (or the insurance provider), not involving the Company;
- (c) The Company will not verify Driver insurance claims or assist in processing insurance claims;
- (d) Drivers who fail to pay insurance claims will not be penalized by the Platform.

### 12.3 Third-Party Insurance

Users who wish to insure their Goods should:

- purchase parcel or cargo insurance directly from insurance providers
- specify the value and type of Goods being transported
- provide proof of insurance to the Driver before collection (if relevant)
- manage all claims directly with the insurance provider

The Company accepts no liability if Users fail to obtain appropriate insurance.

## 12.4 Insurance Disclaimer

By using the Platform, Users agree that:

- they understand the Company provides no insurance
- they are responsible for assessing insurance needs
- they will not claim against the Company on the basis of uninsured loss
- they will not pursue insurance claims through the Company

## 13. PROHIBITED ITEMS AND ILLICIT CONDUCT

### 13.1 Strictly Prohibited Items

Users and Drivers must not use the Platform to transport or facilitate transport of:

#### **(a) Illegal Goods**

- drugs, narcotics or controlled substances
- weapons, ammunition, explosives or military equipment
- stolen goods or knowingly counterfeit products
- items subject to sanctions, embargoes or export controls
- forged documents, currency, checks or financial instruments
- human trafficking materials or exploitation-related items

#### **(b) Dangerous Goods (unless properly certified and declared)**

- flammable, explosive or oxidizing substances
- toxic, corrosive or reactive chemicals
- radioactive, biological or infectious materials
- compressed gases or pressurized containers
- items posing acute health or safety risks

#### **(c) Regulated Items (that may require special handling or documentation)**

- prescription medications or controlled pharmaceuticals (without proper documentation)
- certain electronics containing hazardous materials
- plant or animal products subject to import restrictions
- archaeological artifacts or cultural heritage items

#### **(d) High-Risk Items (without explicit Driver consent and additional safeguards)**

- cash or negotiable instruments in large quantities
- jewelry, precious metals or gems
- fine art or collectables
- irreplaceable or historically significant documents
- perishable foods or biological materials
- live animals

## 13.2 Disclosure and Honesty

Users must disclose the full, accurate and complete nature of Goods when booking. Failure to disclose or misrepresentation of contents:

- absolves the Company and Driver of liability for any consequences
- may result in criminal charges against the User (if illegal items are discovered)
- will result in immediate and permanent Account termination
- may lead to referral to law enforcement authorities

## 13.3 Driver's Right to Inspect and Refuse

Drivers reserve the right to:

- ask Users to open or describe packages before collection
- refuse any Shipment if contents appear suspicious or prohibited
- refuse sealed packages of unknown contents
- cancel a booking if they become aware of prohibited items

Drivers who refuse are protected from penalties and may file complaints against Users without consequence.

## 13.4 Consequences of Prohibited Items

If Users ship prohibited or dangerous items via the Platform:

### **(a) Legal Liability**

The User assumes full legal and financial responsibility for any:

- criminal charges or prosecution
- customs fines or regulatory penalties
- civil claims from injured parties
- environmental cleanup or remediation costs
- vehicle or property damage

### **(b) Indemnification**

The User fully indemnifies and holds harmless the Company and Driver from all claims, damages, losses, fines and expenses arising from the prohibited items.

### **(c) Account Termination**

The User's Account will be permanently terminated, and the User will be banned from re-registering.

### **(d) Cooperation with Authorities**

The Company and Driver will cooperate with law enforcement, customs and regulatory authorities in any investigation or enforcement action.

## 13.5 Platform Monitoring and Compliance

The Company:

- monitors Platform activity for suspicious patterns, unusual volumes or high-risk shipments
- may conduct random checks or audits of Shipments
- may require additional documentation or declarations for certain types of goods
- reserves the right to suspend or terminate Accounts suspected of illicit activity
- will report suspected criminal activity to the appropriate authorities

## 13.6 Sanctions and Screening

The Company may conduct sanctions screening on Users and Drivers to ensure compliance with:

- EU and UN sanctions lists
- UK Office of Financial Sanctions Implementation (OFSI) designations
- US OFAC (Office of Foreign Assets Control) lists
- National money laundering and terrorist financing regulations

Users or Drivers appearing on any such list will be immediately banned from the Platform.

# 14. DISPUTE RESOLUTION AND MEDIATION

## 14.1 Disputes Between Users and Drivers

If a dispute arises between a User and a Driver regarding a Shipment, the parties should:

### **(a) Direct Communication**

Attempt to resolve the matter directly via the Platform's messaging system or by phone, in good faith;

### **(b) Evidence Collection**

The User or Driver raising a complaint should provide:

- photographs of the damaged or lost Shipment
- proof of collection or delivery (screenshots, GPS data, recipient confirmation)
- screenshots of relevant messages or agreements
- invoices or receipts
- any other documentary evidence

## 14.2 Formal Complaint to Platform

If direct resolution fails, the User or Driver may submit a formal written complaint to the Company at [support@yallahsir.com](mailto:support@yallahsir.com), including:

- a clear description of the issue and amount in dispute
- the booking reference number and date
- supporting evidence (photos, messages, etc.)
- a statement of the desired resolution or compensation

### 14.3 Platform's Mediation Role (Non-Binding)

Upon receipt of a complaint, the Company may:

#### (a) Review Available Evidence

- examine all messages, payment records and tracking data available on the Platform
- request additional information from both parties
- contact the Driver and User for their statements

#### (b) Facilitate Communication

- encourage the parties to negotiate a resolution
- propose factual findings regarding what occurred

#### (c) Suggest a Non-Binding Resolution

- based on evidence and Platform policy, suggest a refund, partial compensation or other remedy
- this suggestion is non-binding and advisory only
- neither party is obligated to accept the Company's suggestion

### 14.4 Dispute Categories and Approach

#### Lost or Missing Packages:

- if the Driver has provided proof of collection but the recipient denies receipt, the Company generally sides with the proof of collection
- if evidence is insufficient, the dispute may be deemed inconclusive, and no refund will be issued

#### Damaged Goods:

- the Company requires photographs showing damage
- if the User fails to provide prompt photographic evidence, the claim may be rejected
- if damage is evident from inadequate packing, responsibility may lie with the User, not the Driver

#### Non-Delivery or Significant Delay:

- the Company will check the booking terms for agreed delivery timeframes
- Force Majeure events may excuse delays

#### Driver Non-Performance or Conduct Issues:

- if a Driver behaves abusively or violates conduct standards, the Company may temporarily suspend or terminate the Driver's Account

### 14.5 Company's Limited Authority

The Company's dispute resolution is strictly advisory and non-binding. Specifically:

(a) The Company cannot force payment from a Driver or User;

(b) The Company cannot override bilateral agreements between User and Driver;

- (c) The Company cannot issue binding arbitration decisions;
- (d) The Company will not issue refunds or compensation in its own name;
- (e) The Company's role ends when it has reviewed evidence and made a recommendation.

## 14.6 Legal Action and Court Proceedings

Nothing in these Terms prevents either party from:

- pursuing a claim in court or arbitration
- bringing an action against the Driver directly
- pursuing insurance claims with third-party insurers
- reporting crimes to law enforcement

## 15. ACCOUNT SUSPENSION AND TERMINATION

### 15.1 Suspension by Company

The Company may temporarily suspend any Account if:

- the User or Driver violates any provision of these Terms
- a complaint or investigation is pending
- payment is overdue or a chargeback has been initiated
- suspicious activity suggests fraud or abuse
- the Account has been inactive for an extended period

### 15.2 Termination by Company

The Company may permanently terminate any Account and ban the User or Driver from the Platform if:

#### **(a) Serious Violations:**

- attempted fraud, chargebacks or payment disputes
- creation of multiple accounts to evade restrictions
- harassment, abuse or threatening behavior
- criminal activity or suspicion of money laundering/terrorist financing

#### **(b) Safety and Security Risks:**

- transport of prohibited or dangerous items
- involvement in accidents involving negligence or reckless driving
- involvement in theft, assault or violence
- appearing on sanctions or criminal watchlists

#### **(c) Conduct Issues:**

- repeated low ratings or sustained complaints
- refusal to comply with Platform policies
- providing false identification or information
- attempting to circumvent Platform fees or bypass payment

#### **(d) Compliance Failures:**

- failure to maintain required insurance or licenses
- failure to comply with customs or tax obligations
- operating in jurisdictions where YallahSir is not permitted

### 15.3 Immediate Termination for Critical Violations

In cases of suspected fraud, criminal activity, violence or serious safety breaches, the Company may:

- immediately terminate the Account without warning
- retain all pending payments pending investigation
- report the matter to law enforcement
- provide information to other platforms or industry databases

### 15.4 Data Retention After Termination

Upon Account termination:

(a) The Company may retain User and Driver data for:

- compliance with tax and accounting regulations
- investigation of disputes or complaints
- prevention of fraud or illegal re-registration
- legal defense in any claim or proceeding

(b) Personal Data will be retained in accordance with applicable data protection laws.

### 15.5 Right to Appeal

Users and Drivers may appeal a suspension or termination by emailing [support@yallahsir.com](mailto:support@yallahsir.com) within a reasonable timeframe. The Company will review the appeal and respond accordingly. The Company's decision on appeal is final.

## 16. INTELLECTUAL PROPERTY RIGHTS

### 16.1 Company's Ownership

All intellectual property in the Platform, including:

- software code, design and user interface
- trademarks, logos and branding (the "YallahSir" name and logo)
- photographs, graphics and visual content
- text, documentation and written content
- data, algorithms and analytical tools
- any other original works of authorship

...are owned exclusively by the Company or its licensors. All rights are reserved globally.

## 16.2 Limited License to Users

The Company grants Users and Drivers a limited, non-exclusive, non-transferable, revocable license to:

- access and use the Platform as permitted by these Terms
- view and download information for personal, non-commercial use
- create an Account and manage bookings

This license does not permit:

- copying, reproducing or distributing Platform content
- reverse engineering, decompiling or attempting to derive source code
- removing copyright notices, watermarks or proprietary markings
- using the Platform or its content for competitive purposes
- creating derivative works based on Platform code or content

## 16.3 User-Generated Content License

By uploading or posting content on the Platform (messages, reviews, ratings, photos, etc.), Users and Drivers grant the Company a worldwide, non-exclusive, royalty-free, perpetual license to:

- store, reproduce and display the content
- analyze and process the content for quality, fraud detection and improvement
- share the content with other Users
- use aggregated or anonymized content for research and analytics

Users and Drivers retain ownership of their uploaded content but acknowledge that it may be publicly visible on the Platform.

## 16.4 Restrictions on Content Use

Users and Drivers must not:

- remove or obscure copyright, trademark or other proprietary notices
- use Platform content for commercial purposes or resale
- use Platform trademarks or logos without express written permission
- claim ownership of Platform intellectual property
- create competing services based on Platform content or design

## 16.5 Infringement Claims

If Users or Drivers infringe intellectual property rights through the Platform:

- the Company may remove the infringing content
- the Company may suspend or terminate the Account
- the Company may pursue legal action for damages
- the User or Driver who posted the content is solely liable for any third-party infringement claims

## 17. USER-GENERATED CONTENT

### 17.1 Content You Post

"**User Content**" means any text, images, videos, messages, reviews, ratings, feedback or other material that Users or Drivers post on the Platform.

Users and Drivers are solely responsible for all User Content they post and must ensure it:

- is accurate, complete and not misleading
- does not violate any applicable laws
- does not infringe the intellectual property rights of third parties
- does not defame, harass, threaten or abuse any person or entity
- does not contain hate speech, discrimination or violence
- does not include spam, malware or malicious code

### 17.2 Company's Right to Remove Content

The Company reserves the right to:

- remove any User Content that violates these Terms or applicable law
- remove or decline to display reviews or ratings that are abusive, discriminatory or factually false
- prevent Users or Drivers from posting further content if they repeatedly post prohibited content
- disclose User Content to law enforcement if required by legal process

The Company is not a publisher of User Content and does not endorse or verify the accuracy of reviews or ratings posted by Users.

### 17.3 Prohibited User Content

Users and Drivers must not post:

- defamatory, libelous or slanderous statements
- threats, harassment or intimidation
- hate speech, ethnic slurs or discriminatory content
- sexually explicit or graphic content
- spam, phishing attempts or malware links
- personal information of others without consent
- content promoting illegal activity

### 17.4 Liability for User Content

The Company is not liable for any User Content posted by Users or Drivers. If User Content posted by a third party harms you:

- you may report the content to [support@yallahsir.com](mailto:support@yallahsir.com)
- the Company will review and remove content that violates these Terms
- you may also pursue a direct claim against the User or Driver who posted the content

## 17.5 Reviews and Ratings

### **(a) Accuracy**

Users and Drivers are responsible for the accuracy of reviews and ratings. False or defamatory reviews may result in Account termination and potential legal liability.

### **(b) Removal Requests**

If you believe a review is false or defamatory, you may request removal by emailing [support@yallahsir.com](mailto:support@yallahsir.com) with evidence.

### **(c) No Compensation**

The Company does not provide compensation or credit for negative reviews or low ratings.

## 18. DISCLAIMERS AND LIMITATIONS OF LIABILITY

### 18.1 "AS-IS" Provision

The Platform is provided "AS-IS" and "AS-AVAILABLE," without any warranties or representations.

The Company does not warrant that:

- the Platform is error-free, uninterrupted or secure
- the Platform will meet your specific requirements
- information on the Platform is accurate, complete or up-to-date
- defects will be corrected

### 18.2 No Warranties Regarding Drivers or Services

The Company makes no warranty or representation regarding:

- the competence, reliability or honesty of any Driver
- the quality, safety or legality of any Transport Services
- the suitability or appropriateness of any Driver for your Goods
- compliance by Drivers with laws, permits or insurance requirements
- the condition of any Driver's vehicle
- the integrity of any package during transit

### 18.3 Exclusion of Implied Warranties

To the maximum extent permitted by applicable law, the Company disclaims all implied warranties, including:

- merchantability
- fitness for a particular purpose
- non-infringement of third-party rights
- title or ownership

## **18.4 Limitation of Liability**

To the maximum extent permitted by applicable law:

### **(a) Cap on Damages**

The Company's total aggregate liability to any User or Driver shall not exceed the total amount of fees paid by the User or Driver to the Company in the 12 months immediately preceding the event giving rise to the liability.

### **(b) Excluded Damages**

In no event shall the Company be liable for:

- indirect, incidental, special, consequential, punitive or exemplary damages
- loss of profits, revenue, business, opportunity, anticipated savings or goodwill
- loss of data, personal information or privacy
- loss of reputation, business disruption or interruption of service
- damages arising from unauthorized access, viruses or malicious code
- any damages arising from third-party acts

### **(c) Survival**

These limitations apply even if the Company has been advised of the possibility of such damages.

## **18.5 Exceptions to Limitations**

The limitations in Section 18.4 do NOT apply to:

- liability for death or personal injury caused by the Company's negligence
- liability for gross negligence or willful misconduct of the Company
- liability that cannot be excluded by applicable law
- indemnity obligations

## **18.6 Force Majeure**

The Company is not responsible for any failure or delay in performing its obligations under these Terms if caused by:

- war, terrorism, civil unrest, strikes or labor actions
- natural disasters, earthquakes, floods, hurricanes or extreme weather
- government action, sanctions, embargoes or regulatory changes
- pandemics or epidemics
- internet outages, telecoms failures or power cuts
- acts of God or other events beyond reasonable control

## **19. INDEMNITY**

## 19.1 Indemnification by Users and Drivers

Users and Drivers agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents and affiliates from and against any and all:

- claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees)
- third-party claims and lawsuits
- fines, penalties and regulatory actions

...arising out of or in connection with:

- (a) your use of the Platform or Transport Services;
- (b) any breach of these Terms by you;
- (c) any act or omission by you that violates applicable law or the rights of third parties;
- (d) any infringement of intellectual property rights through your User Content or activities;
- (e) any accident, injury, death or property damage caused by your conduct or a Vehicle you operate;
- (f) your failure to declare prohibited items or accurate Shipment information;
- (g) any transport or delivery of illegal, dangerous or undeclared items;
- (h) your failure to maintain required insurance, licenses or permits;
- (i) any dispute or complaint arising from a Shipment facilitated through your use of the Platform;
- (j) any non-payment of fees, chargebacks or fraudulent transactions by you;
- (k) any violations of customs, import/export, tax or regulatory laws.

## 19.2 Indemnification Process

If a third party makes a claim against the Company covered by this indemnity:

- the Company will notify the User or Driver promptly
- the User or Driver must assume the defense with counsel reasonably approved by the Company
- the Company may participate in the defense at the User's or Driver's cost
- the User or Driver must not settle claims without the Company's consent

## 20. THIRD-PARTY LINKS AND SERVICES

### 20.1 External Links

The Platform may contain links to third-party websites, applications or services. The Company:

- is not responsible for third-party content or services
- does not endorse any third-party content, products or services

- does not control third-party privacy policies or terms of use

## 20.2 Third-Party Services

If you access third-party services through the Platform:

- you are using those services under their own terms and privacy policies
- the Company is not liable for any issues, data breaches or problems arising from third-party services
- disputes with third parties must be resolved directly with the third party

## 20.3 No Warranty for Third Parties

The Company makes no warranty regarding:

- the availability or functionality of third-party services
- the security or privacy practices of third parties
- the accuracy or completeness of third-party information
- compliance by third parties with applicable law

# 21. GOVERNING LAW AND JURISDICTION

## 21.1 Governing Law

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of Ireland, without regard to its conflict of law provisions.

## 21.2 Jurisdiction and Venue

Any dispute arising out of or in connection with these Terms shall be subject to:

### **(a) For Consumers in the EU and UK:**

The non-exclusive jurisdiction of the courts of the country in which the consumer is resident.

### **(b) For Business Users and International Parties:**

The exclusive jurisdiction of the courts of Ireland.

## 21.3 Dispute Resolution Hierarchy

Disputes shall be resolved in the following order:

1. **Direct Negotiation:** Parties attempt to resolve via direct communication
2. **Platform Mediation:** Parties submit to Platform's non-binding mediation
3. **Legal Action:** Either party may pursue litigation or arbitration if mediation fails

## 21.4 Language

These Terms are drafted in English, which is the authoritative version. Translations into other languages are provided for convenience only. In case of conflict between the English version and any translation, the English version prevails.

## 22. CONTACT INFORMATION

### 22.1 Communication

All notices, complaints, requests and inquiries should be sent to:

**Email:** [support@yallahsir.com](mailto:support@yallahsir.com)

#### **Company Information:**

YallahSir Ltd  
Republic of Ireland

### 22.2 Response Times

The Company will attempt to acknowledge receipt of inquiries within a reasonable timeframe and provide substantive responses accordingly.

### 22.3 Legal Notices

Any legal notices or service of process should be directed to:

**Legal Department Email:** [legal@yallahsir.com](mailto:legal@yallahsir.com)

## 23. SEVERABILITY AND AMENDMENT

### 23.1 Severability

If any provision of these Terms is found by a court or arbitrator to be invalid, unenforceable or illegal:

- that provision shall be applied to the maximum extent permitted by law
- if no valid application is possible, that provision shall be severed
- all other provisions remain in full force and effect

### 23.2 Waiver

No failure or delay by the Company in exercising any right under these Terms shall constitute a waiver of such right.

### 23.3 Amendments

The Company reserves the right to amend these Terms at any time by:

- posting the updated version on the Platform with a new "Last Updated" date
- sending notice to registered users via email

Continued use of the Platform after amendments are published constitutes acceptance of the amended Terms.

## 23.4 Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between the User/Driver and the Company regarding use of the Platform.

## 23.5 Survival

Sections that by their nature should survive termination shall continue to apply, including:

- Liability Exclusions
- Intellectual Property
- Indemnity
- Governing Law
- Any payment obligations

## 24. ADDITIONAL POLICIES

### 24.1 Related Policies

These Terms should be read in conjunction with:

- **Privacy Policy:** Governs collection and use of Personal Data
- **Acceptable Use Policy:** Details prohibited content and conduct on the Platform
- **Driver Code of Conduct:** Sets standards for Driver behavior and professionalism
- **Payment Terms:** Details fees, payment processing and refund procedures
- **Safety Policy:** Outlines safety standards and dispute procedures

All policies are incorporated by reference into these Terms.

## ACKNOWLEDGMENT

By clicking "I Accept" or using the Platform, you acknowledge that:

- ✓ You have read and understood these Terms and Conditions;
- ✓ You agree to be fully bound by these Terms;
- ✓ You understand that the Company provides only marketplace intermediation, not Transport Services;
- ✓ You acknowledge the Company assumes no liability for loss, damage, delay or theft of Goods;
- ✓ You understand that disputes must be resolved between you and the counterparty (User or Driver);
- ✓ You consent to the collection, processing and use of your Personal Data as described in the Privacy Policy;
- ✓ You have had the opportunity to seek legal advice regarding these Terms.

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**END OF TERMS AND CONDITIONS**

