

Tam Terms of Service

THESE TERMS OF SERVICE SET FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THIS AGREEMENT, ON BEHALF OF YOURSELF OR THE COMPANY, ENTITY, OR ORGANIZATION THAT YOU REPRESENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT, ON BEHALF OF YOURSELF OR THE COMPANY, ENTITY OR ORGANIZATION THAT YOU REPRESENT. YOU MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THIS AGREEMENT IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE.

These terms of service apply to all Service Agreement or orders (each, an “Order”) that a customer tenders to Tam. Unless specifically otherwise agreed to, these terms of service supersede all previous terms and conditions and other prior statements concerning the rates, payment and other terms concerning Orders and shipments with the TAM Logistics LLC.

Thank you for your interest in the TAM mobile and web application (the “App”) provided to you by TAM Logistics LLC (“Tam” “us” or “we”), and our web site (the “Site”), as well as all related web-based platforms, web sites, networks, downloadable software, and other services provided by us and on which a link to this Terms of Service is displayed (collectively, together with the App and Site, our “Service”). This Terms of Service (this “ToS” or “Agreement”), including the Tam Privacy Policy incorporated herein by reference and any other applicable policies and guidelines, as may be updated from time to time, govern your use of the Service.

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE.

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As provided in greater detail in this ToS (and without limiting the express language of the ToS below), you agree and acknowledge that the ToS includes the following material terms:

- the App is licensed, not sold to you, and you may use the Service only as set forth in this ToS;
- your use of the Service may be subject to separate third party terms of service and fees, including without limitation your mobile network operator’s (the “Mobile Carrier”) terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility;
- you consent to the collection, use and storage of your personally identifiable and non-personally identifiable information in accordance with Tam’s Privacy Policy, including without limitation the collection of your location information;

- access to certain features of the Service may require access to information about the location of your device, such as GPS coordinates;
 - messaging in, to, or about the Service may occur via a variety of electronic communications mechanisms;
 - the Service is provided “as is” without warranties of any kind and Tam’s liability to you is limited;
 - the App requires access to the following services on your mobile device: UDID, MAC address, or other applicable device identifier, phone state and identity, audio and microphone access, internet and data services;
 - if you are using the App on an iOS-based device, you agree to and acknowledge the “Notice Regarding Apple” below;
 - some parts of the Service are available on mobile devices. Always drive vigilantly according to road conditions and in accordance with traffic laws. **YOU AGREE NOT TO USE THE SERVICE IN A WAY THAT DISTRACTS YOU AND PREVENTS YOU FROM OBEYING TRAFFIC OR SAFETY LAWS;** and
 - THAT YOU AND TAM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
1. **Tam is a Neutral Platform. Tam is not a transportation service provider (“TSP”), shipper, freight forwarder or broker.** Our Service acts as a platform where shippers and TSPs/Carriers can meet and enter into their own contracts. We are not involved in the actual transaction between shipping customers and TSPs. As a result, we have no control over the quality, safety, or legal aspects of the transactions that take place through our Service. Tam does not prequalify or validate the claims of TSPs including with respect to their licensure, insurance, registration, or safety rating. We, our Service, Site and App function solely as a neutral platform and digital clearinghouse where two parties may agree on a price for a particular type of transportation service. We do not provide any endorsement for you or your transportation services and we are not in any way responsible for assisting you in any manner with your provision of the transportation services. We cannot and will not guarantee the ability of users of our Service to complete payment for any of the provided transportation services. Furthermore, due to the difficulty of individual authentication, especially on the Internet, we cannot and will not in any manner verify or confirm the identity or ability of users of our Service to pay for the offered or provided transportation services. You acknowledge and agree that any and all communications, correspondence, verbal or written, or any warranties or representations, made with regard to the transportation services are not provided by us and are specifically and solely between you and the other user of our Service. Because we are not involved in the actual transaction between shipping customers and TSPs, we have no control over the accuracy of

listings, the ability of TSPs to transport items, or the ability of shipping customers to send items. We cannot ensure that a shipping customer or TSP will actually complete a shipment.

2. **Eligibility.** You must be at least eighteen (18) years of age to use the Service. By agreeing to this ToS, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; (ii) that you have not previously been suspended or removed from the Service; and (iii) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to this ToS and you agree to be bound by this ToS on behalf of such organization.
3. **Driver's Compliance:** to use this application and to drive material values the Driver must (i) have a valid driving license/document issued and / or approved by Royal Oman Police, (ii) the vehicle registered must have a valid ownership / Mulkiyah / document issued by the Royal Oman Police, (iii) the vehicle and user/driver must be covered with mandatory insurance issued/authorized by an entity approved by the Royal Oman Police and local authorities.
4. **Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your name, e-mail address, company, company address, phone number, billing address, identification number or any other information for the purpose of this Agreement). You agree that the information provided by you during registration is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to set a password for your account and you shall be solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at admin@tam.om
5. **Scope of License.** The App is licensed to you for use only under the terms of this license. Tam reserves all rights not expressly granted to you. Subject to your complete and ongoing compliance with the terms and conditions of this ToS, Tam hereby grants you a personal, limited, revocable, non-transferable license to use the App on any compatible device that you own or control, solely for your own use. You shall not rent, lease, lend, sell, redistribute or sublicense the App. You shall not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof, or authorize, direct, or cause a third party to do so (except as and only to the extent any foregoing restriction is prohibited by applicable law or third party terms), nor attempt to disable or circumvent any security or other technological measure designed to protect the App

or any content available through the App. If you breach these license restrictions, or otherwise exceed the scope of the licenses granted herein, you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights. The terms of this ToS will govern any updates provided to you by Tam that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

6. **Fees.** Tam reserves the right to charge fees for the use of certain features on the platform. Any fees will be prominently displayed and you will have the opportunity to cancel any action that would result in the imposition of any fee. If you elect to use a for fee feature on the Service, you additionally agree:
 - a. that you are opting into using the features;
 - b. that Tam in its sole discretion may make or change the features or offers available in for fee based features at any time;
 - c. that you are bound by the terms and conditions of the payment platform, if any, that you use to pay the fee; and
 - d. that the terms and conditions on any invoice or account statement (collectively "Invoice"), take precedence over the terms and conditions of this ToS to the extent there is a conflict, (i) any Invoice you receive is deemed correct, but you may dispute a charge on an Invoice, but only within fifteen (15) days of receipt of the Invoice and Tam's log records shall be the sole source of dispute resolution.

7. **Shipper Obligations.**

- a. Shipper shall be responsible to Tam or any Servicing Carrier as applicable, for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.
- b. Shipper shall solely be responsible for packaging, loading, unloading, blocking, and bracing of the shipment for safe transportation or as agreed by the parties.
- c. Shipper shall prepare and properly package all shipments appropriately for transportation by Carrier and Shipper warrants that any cargo tendered for transportation are not overweight or over-dimension.
- d. Shipper shall ensure that the Carrier(s), as applicable, shall have access to loading and unloading facilities for shipments and that all such facilities shall be maintained in a good and safe condition and in compliance with all applicable laws and regulations.
- e. Shipper represents and warrants that, at all times, it will be in compliance with all applicable laws, rules and regulations or any governmental authority

(“Laws”) including applicable Laws relating to customs, import and export required by country to, from, through or over which the shipment may be carried. Shipper agrees to furnish such information and complete and attach to the bill of lading such documents as are necessary to comply with such Laws. Any agent acting on behalf of Shipper in scheduling shipments or undertaking any other performance hereunder warrants and represents that it has the right to act on behalf of and legally bind Shipper. Tam, or Carrier assumes no liability for any loss or expense due to the failure of Shipper to comply with this paragraph.

- f. Shipper waives and releases Tam from all liability for any loss or damage or injury to Shipper’s property, personnel, or facilities.
8. **Shippers and Transportation Service Providers.** If you are using our Service as a commercial shipper, agent or broker (collectively, “**Shipper**”), or as a motor carrier “**Carrier**” or “**TSP**”), you also agree to the additional terms in this Section 6:
- a. any Shipper must be a bona fide shipper, freight broker, third-party logistics provider (“3PL”), freight forwarder, or intermodal;
 - b. any Carrier or TSP must be of a legal age to operate and to enter into an agreement of this nature;
 - c. you shall maintain appropriate authority and will cease immediately to use our Service if for any reason you no longer maintain such authority;
 - d. you will not represent yourselves as operating under the authority of any company without express permission from such company;
 - e. you will not attempt to broker freight without proper legal authority;
 - f. you will not enter into any transaction to transport freight without the appropriate TSP authority;
 - g. you will not enter into any transaction to transport freight without the appropriate level of insurance coverage;
 - h. you will not enter into a transaction to transport freight outside the geographic bounds of your TSP authority;
 - i. you will not enter into a transaction to transport commodities you are not authorized to transport;
 - j. that your use of our Service is solely for your commercial purposes related to your movement of freight or other services offered through our Service and that you shall not reproduce, republish, resell, or distribute such information in any format, in whole or in part, for sale or commercial use by third parties;

- k. you acknowledge that you are responsible for verifying the accuracy of any information available through our Service, including but not limited to information about loads, trucks or equipment, and that you are not solely relying on the information available through our Service to contract with a TSP or Shipper;
 - l. you agree that neither Tam nor our Service is liable or responsible to you or the recipient of shipments for any shipments you contract for through our Service that may become lost or cannot be located while in transit;
 - m. you agree that tracking the locations of your shipments through the Service, if available, does not guarantee your shipments will be delivered at the time you specified;
 - n. you agree not to ship and track through our Service contraband, stolen products, products that are illegal to transport via freight, or any other products we consider inappropriate;
 - o. as a Shipper, you agree to insure your shipments displayed through our Service. Our Service does not provide transportation services. It is up to the TSP, driver or vehicle operator to offer transportation services which may be scheduled through use of our Service. The Service offers information and a method to obtain such third party transportation services but does not and does not intend to provide transportation services in any way as a transportation carrier, and has no responsibility or liability for any transportation services provided to you by such third parties;
 - p. as a TSP, if you provide us with your equipment type, you agree to allow us to use it to suggest, offer, promote or connect you with potential loads or Shippers. Furthermore, you approve of the use or display of your carrier safety ratings and insurance certificate or any other certificates, as provided by the Minister of Transport and Communications (MOTC) or any other authority, in our Service, and agree that Tam shall have no liability to you or any third party for any incorrect or inaccurate data in such ratings;
 - q. by using our Service, you agree your contact information may be displayed, used, and accessed by any other user of our Service. Contact information includes but is not limited to, your name, your company name, your identification numbers, your phone number and your email address. You understand and acknowledge that it is the users of our Service who provide the contact information and Tam makes no warranty regarding the accuracy of any such contact information.
9. **Shipping.** As a TSP, you are obligated to complete the transaction with the Shipper if you accept the offer unless the transaction is prohibited by law or by this ToS. By accepting a shipper's offer, you agree to be bound by the conditions of the offer

included in the offer details so long as those trip details are not in violation of this ToS or unlawful.

As a TSP you agree to defend, indemnify and hold Tam and Shipper harmless from all damages, claims or losses arising out of its performance, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.

- 10. Transportation.** You must legally be able to transport the shipments you book on the Service. You agree that it is your sole obligation to comply with all laws, rules, statutes and regulations that may apply including any and all local or state licensing requirements. You acknowledge that our Service exists for its users to make a fully informed decision about your bookings, services offering, policies and procedures. Therefore, you shall disclose to every user of our Service that you attempt to do business with your services offerings and relevant policies, procedures and fees that you will charge, including, but not limited to, taxes and/or other service charges. If you negotiate to provide services on any shipment and your negotiation is accepted by the Shipper, you are obligated to perform the transportation services offered in your booking at the accepted booked price. If the Service provides distance calculations and driving directions (or links to third party driving directions) to users as part of our Service, we are not responsible for the accuracy of this information.

11. Information You Submit

You solely are responsible for any information you provide to us or other users in the registration, shipping, or transportation process. Your personal information and any shipment or trip listings must be true, legal, accurate, and non-fraudulent.

Our Service, Site and App act as a passive conduit for any and all communication and/or distribution of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information nor will we act as a monitor over the content of such communication for information. However, we do reserve the absolute right to remove or restrict any communication or information that you may post through our Service, Site and/or App that is in violation of this ToS, illegal, threatening, or lewd. You acknowledge and agree that our Service, Site and/or App act as a passive conduit for any of your online communication or distribution of content or information.

Furthermore, you expressly represent and warrant the following: (1) you are the owner, of any and all communication, content and/or information that you post through our Service, Site and/or App, or; (2) you are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. In order to allow us to use your communication, content

and/or information and not violate your rights in the same, you grant to us a royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity and database rights that you have in your communication, content and/or information. You further represent and warrant that any and all of your online communication, content and/or information:

- a. will not violate any law, regulation, rule, or statute;
- b. will not violate the terms of this ToS;
- c. will not infringe any third party's intellectual property rights including but not limited to copyright, patent or trademark rights;
- d. will not contain obscene, lewd, or suggestive content;
- e. will not be libelous, threatening, harassing or defamatory. This specifically includes making legal claims of any sort about Tam employees, agents, other members, or the Service itself;
- f. will not contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of our Service, Site and/or App, operation of any of our systems and/or create or impose a large burden or load on our Service, Site and/or App;
- g. will not scan or test the vulnerability or security through our Service, Site, App and/or the system within which it operates;
- h. will not be used for commercial or public purposes outside of the terms of this ToS;
- i. will not create liability for us in any manner whatsoever;
- j. will not frame or link to our Service, Site and/or App without our written permission; and
- k. will not involve the upload, or insertion of, any programming language or code into or onto our Service, Site and/or App.

You agree to use common sense and good judgment when conducting or posting any online communication or distribution of information. You assume legal responsibility for all damages incurred as a result of any of your online communication or distribution of information.

- 12. Confidentiality/Non-Disclosure.** As a result of the performance of this ToS and whether due to any intentional or negligent act or omission, we may disclose to you or you may otherwise learn of or discover, our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities,

systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of our business ("**Our Information**"). You hereby agree and acknowledge that any and all of our information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of this ToS. Any disclosure of Our Information to a third party specifically including a direct competitor is strictly prohibited, and Tam reserves all rights and remedies for any such disclosure. All obligations contained herein shall survive the termination of this ToS. Furthermore, you acknowledge that our information is proprietary, confidential and extremely valuable to us, and that we would be materially damaged by your disclosure of Our Information. You acknowledge and agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation, and that we shall be entitled to injunctive relief.

13. **Taxes.** You are responsible for collecting and remitting any and all taxes associated with the transactions or use of our Service, Site and/or App.
14. **Record Keeping/Audit.** We reserve the right to keep all records of any and all transactions and communications between you and other users of our Service, Site and/or App for administration purposes.
15. **Open Source and Third Party Software.** The Service may include open source software or third party software. Any such software is made available to you under the terms of the applicable licenses.
16. **Third Party Services and Linked Websites.** The App may include third party services, and by using these third party services you agree to their respective terms of service. Third party services are not under our control, and we shall not be responsible for any third party service's use of your exported information. The Service may also contain links to third party websites. Linked websites are not under our control, and we shall not be responsible for their content. The Service may receive from, or display information provided by, additional third party services. These third party services may have their own terms and conditions and by using the Service you agree to be bound by them.
17. **Third Party Materials.** Certain portions of the Service may include, display, or make available content, data, information, applications or materials from third parties ("**Third Party Materials**"). You understand that by using the Service, you may encounter Third Party Materials and other content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that may automatically and unintentionally contain links or references to objectionable material. Nevertheless, you agree to use the Service at your sole risk and that Tam shall not have any liability to you for content that may be

found to be offensive, indecent, or objectionable, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality or otherwise.

18. Your Use of the Service. Your rights to use the Service are expressly conditioned on the following:

- a. You agree and understand that the Service, including any content therein, contains proprietary information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or otherwise engage in the unauthorized use of any proprietary content, information or materials;
- b. Unless expressly permitted, you may not alter, modify, create derivative works of, sell, license or in any way exploit any part of the Service, and you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Service without prior written authorization;
- c. You agree not to bypass any security or other features of the Service designed to control the manner in which the Service is used, harvest or mine information from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage;
- d. You agree not to use any robot, spambot, spider, crawler, scraper or other automated means or interface not provided by us to access the Service or to extract data;
- e. You agree not to perform any fraudulent activity, including impersonating any person or entity, or accessing any other Service account without permission;
- f. You agree to comply with all applicable domestic laws, statutes, ordinances and regulations regarding your use of our Service and your listing, shipping, transporting, and solicitation of offers to ship and transport items.
- g. You agree not to use, display, mirror, frame or utilize framing techniques to enclose the Service or the content, or any portion thereof, unless and solely to the extent Tam makes available the means for embedding any part of the Service or the content;
- h. You agree not to access, tamper with, or use non-public areas of the Service, Tam's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Tam's providers;
- i. You agree not to use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Tam shall not in any way be responsible for any such use by you, nor

for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Service.

- j. You agree: (1) not to use the Service while driving, and (2) to either only use the Service after you have stopped your vehicle in an appropriate location permitted by law or have a passenger other than the driver use the Service, provided it does not interfere with the due course of driving and does not distract the driver.
- k. You agree not to use the Service in a way that distracts you and prevents you from obeying traffic or safety laws.
- l. You agree that your use of the App may incur third party fees, such as fees charged by your Mobile Carrier for data usage, and may be subject to third party terms, such as your Mobile Carrier's terms of service, and you agree to pay all such fees and abide by all such terms;
- m. Your access or use of the Service is not for the purpose of competing with Tam with respect to its services offered. You agree any violation shall create irreparable harm.
- n. You agree not to do any of the acts described in this Section 16 or to assist or permit any person in engaging in any of the acts described in this Section 16. Any violation of this Section 16 may result in termination of your account, and that in addition to any other remedies, Tam may seek other relief in law or in equity.

19. Paid Subscription Licenses. Tam reserves the right to offer for fee subscriptions for any or all parts of the Service. If you elect to use a for fee subscription Service, you additionally agree:

- a. that you are opting into using the subscription;
- b. that Tam in its sole discretion may make or change the features or offers available in for fee subscriptions at any time;
- c. that you are bound by the terms and conditions of the payment you use to pay the subscription fee; and

20. Location Based Services. Some of the features of the Service enable Tam to tailor your experience based on your location ("**Location-based Services**"), such as to make offers, event updates, and other announcements available to you based on your location. In order to use certain Location-based Services, you must allow Tam access to your localized position through your device, which Tam may accomplish through a variety of means, including GPS location, GeoIP, or other available mechanisms. Without limiting the foregoing, even if you have not expressly granted Tam access to location data, Tam may nonetheless have access to location information contained in

media content meta data, to the extent you have enabled the application originating such media content to capture and store location data. If you choose to disable Location-based Services on your device or to the App, you will not be able to utilize certain features of the Service. By authorizing Tam to access your location or media files containing location based meta data, you agree and acknowledge that (i) location data we collect from you is directly relevant to your use of the Service and (ii) Tam may, for so long as you allow Tam to access such location data or meta data, provide Location-based Services related to your then-current location. PLEASE NOTE THAT LOCATION DATA MAY NOT BE ACCURATE, WHETHER COLLECTED ORIGINALLY BY THE APP OR A THIRD PARTY APPLICATION ORIGINATING A PIECE OF MEDIA CONTENT, AND TAM DISCLAIMS ANY AND ALL WARRANTIES RELATED TO LOCATION DATA AND LOCATION BASED SERVICES. Tam may use third party services as part of its Location-Based-Services. By using our apps, you agree to be bound to the terms of such Location-Based-Services.

21. **Consent to Use of Data.** You agree that Tam may collect and use technical data and related information, including but not limited to UDID and other technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Service, and to track and report your activity inside of the Service, including for analytics purposes. If you use the Service to post data about equipment or loads, including but not limited to source and destination, contract rate, lane usage, and equipment type you agree we may use that data for any analytic purpose, and to improve the Service. Please see Tam's Privacy Policy, for more information regarding information Tam collects, and how it uses and discloses that information.
22. **Feedback.** While our own staff is continually working to develop and evaluate our own product ideas and features, we appreciate the interest, feedback, comments, and suggestions we receive from the user community. If you choose to contribute by sending Tam or our employees any ideas for products, services, features, modifications, enhancements, refinements, technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, computer code, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms shall apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to Tam, you agree that:
 - a. Tam has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
 - b. Feedback is provided on a non-confidential basis, and Tam is not under any obligation to keep any Feedback you send confidential or to refrain from using it in any way;

- c. You irrevocably grant Tam and its successors and assigns perpetual and unlimited permission to use, reproduce, modify, and distribute, display, and perform the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services which incorporate or embody the Feedback whether in whole or in part, and whether as provided or as modified.;
23. **Ownership.** The Service, Site, App and the media and materials contained therein contain copyrighted material, inventions, know how, potential patentable business method material, design logos, phrases, names, logos or HTML Code all of which, unless otherwise indicated and/or provided pursuant to a third party license, are our sole property and we retain all rights, title, and interests thereto. Our trademarks, tradenames, trade dress, service marks, domain names or other indicia of ownership (collectively the "**Marks**") are owned or licensed for use by us. Unless otherwise agreed to in an addendum to this ToS, you agree that no right, property, license, permission or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by you pursuant to the execution, performance or non-performance of this ToS or any part thereof. You shall in no way contest or deny the validity of, our right of title to or license of use for, the Marks, and you shall not encourage or assist others directly or indirectly to do so. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You shall not use or register any domain name that is identical to or similar to any of the Marks. Except for the limited license expressly granted by and to you under this ToS, no other rights, licenses, or immunities are granted or shall be deemed to be granted under this ToS, either expressly, or by implication, estoppel or otherwise. All rights not expressly granted by Tam hereunder are expressly reserved.
24. **Termination.** The ToS is effective until terminated by you or Tam. Your rights under this license will terminate automatically without notice from Tam if you fail to comply with any term(s) of this ToS (including by violating any license restriction provided herein). In addition, Tam may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate this ToS at any time by uninstalling the App and ceasing use of the Service. Upon any termination of the ToS, you must immediately cease all use of the Service, and destroy all copies, full or partial, of the App. Upon termination of this ToS for any reason, some of the terms (because of their nature) shall survive.
25. **No Agency** You hereby agree and acknowledge that your acceptance of this ToS, your provision of transportation services and/or your use of our Service, Site and/or App,

does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with us and furthermore that no affiliation, association or connection exists between you and us.

26. **Indemnity.** You agree to defend, indemnify, and hold Tam, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (i) your access, use, or misuse of the Service or the content, (ii) the information you provide to the Service or other users of the Service, (iii) your violation of this ToS, or (iv) if you are a TSP, the provision by you of transportation services.
27. **NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE, INCLUDING YOUR RELIANCE ON ANY ANNOUNCEMENT THAT IS TRANSMITTED OR RECEIVED ON OR THROUGH THE SERVICE, IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, INCLUDING ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND TAM HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TAM DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. TAM DISCLAIMS ANY WARRANTIES RELATING TO THE ACCURACY OF THE MAPS, CONTENT, ROAD CONDITIONS, DRIVING DIRECTIONS, OR NAVIGATION ROUTES PRESENTED OR DISPLAYED IN OR BY THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE FOREGOING SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.
28. **LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TAM OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL

DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE, INCLUDING WITHOUT LIMITATION, USING THE SERVICE OR YOUR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, RESTITUTION OR OTHERWISE) AND EVEN IF TAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TAM'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY OMR (50.000).

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OF CERTAIN TYPES OF DAMAGES OR LIABILITIES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU, BUT IN SUCH A CASE THE FOREGOING SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

29. **THIRD PARTY DISPUTES.** TAM IS NOT AFFILIATED WITH ANY SHIPPER OR TRANSPORTATION SERVICE PROVIDER, AND ANY DISPUTE YOU HAVE WITH ANY SHIPPER OR TRANSPORTATION SERVICE PROVIDER, OR OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY OTHER USER OF THE TAM SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE TAM (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.
30. **Governing Law.** The laws of the Sultanate of Oman, excluding its conflicts of law rules, govern this ToS and your use of the Service. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action shall be subject to the exclusive jurisdiction of the courts located in Muscat, and you hereby irrevocably submit to personal jurisdiction in such courts.
31. **International Use.** The Service is controlled and operated from within GCC. Tam makes no representation that the Service is appropriate or available in locations outside GCC. Those who choose to access the Service from other locations are responsible for compliance with applicable laws. International users must comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data.
32. **Modification of this ToS.** We reserve the right, at our discretion, to modify this ToS on a going-forward basis at any time, with or without prior notice, and such changes will be effective in accordance with the following. In the case of material changes to this ToS, Tam will make reasonable efforts to notify you of the change, such as through sending an email to any address you may have used to register for an account, through

a pop-up window on the Service, or other similar mechanism. The modifications to the ToS will be effective upon the earlier of (i) your first use of the Service with actual notice of such change, or (ii) 30 days from posting of such change. Your use of the Service following the date that any such change becomes effective constitutes your agreement to be bound by the modified ToS. If you do not agree to the modified ToS, your sole and exclusive remedy is to terminate your account and you may no longer use the Service. Disputes arising under this ToS will be resolved in accordance with the version of the ToS that was in effect at the time the dispute arose.

33. **General.** This ToS, together with the Tam Privacy Policy and any other applicable policies and guidelines, are the entire and exclusive understanding and agreement between you and Tam regarding your use of the Service. Except as expressly permitted above, this ToS may be amended only by a written agreement signed by authorized representatives of all parties to this ToS. You may not assign or transfer this ToS or your rights under this ToS, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this ToS at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of this ToS, or any provision hereof, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this ToS is for convenience only and will not have any impact on the interpretation of any provision. If any part of this ToS is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
34. **Contacting Tam.** You may contact Tam Logistics LLC by email at admin@tam.om
35. **Obtaining a Copy of this ToS.** You may have this ToS mailed to you electronically by sending a letter to the address in Section 32 with your electronic mail address and a request for a copy of this ToS.
36. **Notice Regarding Apple Inc.** To the extent that you are using our mobile applications on an iOS device, you acknowledge that these Terms are between you and Tam only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service.
37. Our third party partners may access your information and operate under their own privacy policies. We encourage you to check their privacy policies, to learn more about their practices for processing information.

PAYMENT TERMS

Payment

For each Shipment, Shipper will pay Tam the fees stated when the applicable Shipment is accepted for posting on the Service ("Shipment Fee"). Fees are inclusive of all fuel costs and charges. Shipper is also obligated to pay any applicable accessorial fees ("Accessorial Fees"), such as potential wait charges, provided on the Service, which are incorporated herein by reference. Carrier standby time is 2 hours free at origin and destination; Shipper may incur charges and Carrier may be reimbursed for any additional standby time beyond 2 hours. Tam may change pricing, including the Accessorial Fees, for the Service (from time to time in its sole discretion) by updating the Site and Mobile App and without any additional notice to you.

If you are a Shipper and you have provided a valid credit card, YOU HEREBY AUTHORIZE Tam TO BILL YOUR CREDIT CARD FOR THE SHIPMENT FEE IMMEDIATELY or otherwise within the terms agreed upon AFTER COMPLETION OF THE SHIPMENT AND YOU AGREE THAT NO ADDITIONAL NOTICE OR CONSENT IS REQUIRED. If you are a Shipper and you have provided Tam with your bank account information instead of a credit card, YOU HEREBY AUTHORIZE Tam TO PROCESS A CHECK FROM YOUR BANK ACCOUNT FOR THE SHIPMENT FEE IMMEDIATELY AFTER COMPLETION OF THE SHIPMENT or otherwise within the terms agreed upon AND YOU AGREE THAT NO ADDITIONAL NOTICE OR CONSENT IS REQUIRED. To do this, your check is converted into an electronic check and presented immediately via the Automated Clearing House ("ACH") system. In the event a check is subsequently returned for non-sufficient funds, you agree that we may add a reasonable returned check fee to the amount of the returned check and take any action available to us at law or in equity to collect such full amount. YOU AGREE TO PAY THE RETURNED CHECK FEE, THE INITIAL AMOUNT AND ANY COLLECTION CHARGES INCURRED BY US.

TAM complies with all legal requirements of applicable laws regarding providing refunds for unauthorized charges. When you make a charge, Tam shall display a completed charge screen. This is your electronic receipt. You should print or save this electronic receipt for your records. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S), CHECKS, OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. All information that you provide to our third party payment processor or us must be accurate, current and complete. You agree to immediately notify Tam of any change in your billing address or the credit card or bank account used for payment hereunder.

Remittance

For each Shipment, Tam will pay Carrier/TSP the fees listed to Carrier when Carrier accepted the Shipment ("Carrier Fee"). Carrier agrees that it is entitled to the Carrier Fee only after completion of the Shipment, which shall be payable to Carrier forty-two (42) hours after

Tam's receipt of the POD ("Proof of Delivery") in accordance with this Agreement. Tam will remit the Carrier Fees to Carrier on an Order basis. Notwithstanding the foregoing, if the authorized recipient indicates on the POD or otherwise that the Shipment has shortages, or has been damaged, lost, delayed, not completed or otherwise files a claim regarding the Shipment and Shipper notifies Tam of this within 24 hours after the Shipment (but in no case longer than one (1) month after completion of the Shipment), Tam shall have the right to withhold payment of any Carrier Fee due to the Carrier until such problem with the Shipment or claim has been settled.

Shippers agree to use the Platform to pay for any Shipments booked through the Platform and not to circumvent payments for scheduled or completed Shipments in any way. All payments will be in Omani Riyals. You agree that you are responsible for the collection and/or payment of all taxes, which you may be liable for in any jurisdiction arising from your use of the Platform to obtain Services. Tam is not responsible for collecting, reporting, paying, or remitting to you any such taxes. "Taxes" means any applicable duties, sales taxes, GST, VAT or other taxes, which may be levied in respect of a transaction contemplated by this Agreement. Any amount that is not paid when due will accrue interest at eighteen percent (18%) per annum or the maximum rate permitted by applicable law, from the due date until paid. In the event that Tam is unable to bill Shippers due to insufficient funds, Shipper shall be liable for all costs and expenses incurred by Tam in connection with collection of the Shipper Fee, including costs and expenses of a third party collection agency. Shipment Fees are non-refundable.

Shippers are given a 2 hour grace period to load or unload the TSP/Carrier's truck once the driver arrives to pick up and deliver the freight. If the Carrier waits longer than 2 hours, then the Shipper will incur fees in accordance with the Accessorial Fees for any time that a Carrier waits at origin and destination beyond the initial 2 hours. Carrier will get paid an hourly detention fee in accordance with the Accessorial Fees.

SERVICE DESCRIPTION

General

Tam helps to connect TSPs/Carriers and Shippers for the purpose of shipping cargo by providing the Site and the Mobile App platform (collectively, the "Services") whereby Carriers can post details of desired carrying requests and get matched for the loads per his/her preferences or choose the loads from the available loads that Shippers submit.

Shipment Requests

Shipper shall tender shipments and get connected with the Carrier that meets the requirement(s) for the shipment ("Shipment") through the Service. Shipper shall not contact or contract with Carrier directly or separate from the Service. Without limitation, Shipper will provide origin and destination addresses, the requested date and pickup time of the Shipment, an accurate description of the items being shipped (including weight and cargo value) and any other relevant information about the Shipment including pickup time and delivery time. Hazardous Material shipments will not be accepted at any time. Tam is not responsible for any Shipment/Carrying terms. Once Shipper submits a tender, the load information is then posted to the Carrier's mobile app and web app chronologically. Specific loads will show up in Tam's personalized recommended load section according to individual driver's preferences and algorithms per historical behavior data. Shippers may amend, cancel or postpone a Shipment at any time prior to it being accepted by a Carrier subject to TAM Cancellation and Refund Policy. Once accepted by a Carrier, Tam will notify the Shipper that the Shipment has been accepted. If a shipment that has been accepted by a Carrier is amended, canceled or postponed for any reason, the applicable TONU (Truck Order Not Used) or Cancellation Fee @ the rate of 50% of total cost shall be paid by the Shipper if amendment, cancelation or postponement made not later than 10 hours before the dispatch. If amendment, cancelation, or postponement was made later than 10 hours before the dispatch the Shipper will be charged 100% of the agreed payment. This fee shall apply unless the Shipper and the Carrier have entered into a separate agreement in writing that waives or eliminates such charge. Each Shipper and Carrier is responsible for providing their own contact information to Tam for use with the Service. Tam does not guarantee that a Shipment will be accepted by a Carrier. If a Shipment is not accepted by a Carrier and there are no other Carriers to select, then Tam will notify the Shipper that no Carrier is available for the Shipment as posted.