



## TERMS AND CONDITIONS

The terms and conditions stated herein (collectively, this "Agreement") constitute a legal agreement between you and LIS roadside assistance L.L.C ("LIS" or the "Company"). By using or receiving any services, apps, websites or other products, services or information supplied to you by the Company (collectively, the "Service"), and downloading, installing or using any associated software or apps supplied by the Company which purpose is to enable you to use the Service (collectively, the "Software"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as published from time to time on the Company website or through the other Services.

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Software at any time, effective upon posting of an updated version of this Agreement on the Service or Software. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Software after any such changes shall constitute your consent to such changes. If you require any more information or have any questions about our Terms and Conditions, please feel free to contact us by email at [info@lig-eg.com](mailto:info@lig-eg.com)

## THE SERVICE

**THE COMPANY DOES NOT PROVIDE ROADSIDE ASSISTANCE, TOWING SERVICES OR OTHER SERVICES FROM THIRD PARTIES IN OTHER CATEGORIES (COLLECTIVELY, THE "THIRD PARTY SERVICES"). THE COMPANY IS A DIRECTORY SERVICE HELPING USERS FIND THIRD PARTIES TO PROVIDE SUCH THIRD PARTY SERVICES (THE "THIRD PARTY SERVICE PROVIDERS"). IT IS UP TO THE THIRD PARTY SERVICE PROVIDER TO OFFER THEIR THIRD PARTY SERVICES, WHICH MAY BE SCHEDULED THROUGH USE OF THE COMPANY SOFTWARE OR SERVICE. THE COMPANY OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY SERVICES FROM THIRD PARTY SERVICE PROVIDERS, BUT DOES NOT, AND DOES NOT INTEND TO, PROVIDE THIRD PARTY SERVICES OR ACT IN ANY WAY AS A THIRD PARTY SERVICE PROVIDER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD PARTY SERVICES PROVIDED TO (OR**

**FAILED TO BE PROVIDED) NOR FOR THE ACTIONS OR INACTIONS OF ANY THIRD PARTY SERVICE PROVIDERS. ANY INDIVIDUALS WHO PROVIDE ANY THIRD PARTY SERVICES ARE NOT EMPLOYEES NOR CONTRACTORS OF COMPANY BUT RATHER OF THIRD PARTY SERVICE PROVIDERS, AND COMPANY IS NOT RESPONSIBLE FOR THEIR ACTIONS OR INACTIONS.**

**By using the Service, you agree to hold the Company free from the responsibility for any liability or damage that might arise out of the transactions involved. NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE OR THIRD PARTY SERVICES NOR ANY THIRD PARTY SERVICE PROVIDERS. THE COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE OR THE THIRD PARTY SERVICES.**

## **REPRESENTATIONS AND WARRANTIES**

By using the Software or Service, you expressly represent and warrant that you are legally entitled to enter this Agreement. Without limiting the foregoing, the Service and Software is not available to children (persons under the age of 18) or others who are not capable of entering into binding contracts, unless they have consent and permission of a guardian. By using the Software or Service, you represent and warrant that you are at least 18 years old, or have the consent of a guardian, and/or are otherwise capable of entering into binding contracts. By using the Software or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Software is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity without prior approval from the company. When using the Software or Service you agree to comply with all applicable laws from the country and city in which you are present while using the Software or Service.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the

wrong version of the Software for your handset. By using the Software or the Service, you agree that:

- You will only use the Service or Software for lawful purposes; you will not use the Service for sending or storing any unlawful material or for fraudulent purposes.
- You will not use the Service or Software to cause nuisance, annoyance or inconvenience.
- You will not impair the proper operation of the network.
- You will not try to harm the Service or Software in any way whatsoever.
- You will not copy, or distribute the Software or other content without written permission from the Company.
- You will only use the Software and Service for your own use and will not resell it to a third party.
- You will keep secure and confidential your account password or any identification provided to you which allows access to the Service.
- You will provide us with whatever proof of identity the Company may reasonably request.
- You will only use an access point or data account which you are authorized to use.
- You will not portray Company or its affiliates in a negative manner or otherwise portray its services in a false, misleading, derogatory or offensive manner.
- You will not post or transmit any photograph or likeness of another person without that person's consent, if and to the extent necessary under applicable laws.
- You will not post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Services for commercial purposes (other than as expressly permitted by the Service and by the provider of such information, software or other material).
- You will not upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Services which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder, or which otherwise violates or infringes the rights of others, including without limitation, patent, trademark, trade secret, copyright, publicity, or other proprietary rights

## **LICENSE GRANT & RESTRICTIONS**

The Company hereby grants you a non-exclusive, non-transferable, right to use the Software and Service, solely for your own personal, non-commercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by the Company and its licensors.

You shall not;

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software in any way;
- Modify or make derivative works based upon the Service or the Software;
- Create Internet "links" to the Service or "frame" or "mirror" any Software on any other server or wireless or Internet-based device;
- Reverse engineer the Software;
- Access the Software or Services in order to;
  1. build a competitive product or service,
  2. build a product using similar ideas, features, functions or graphics of the Service or Software, or
  3. copy any ideas, features, functions or graphics of the Service or Software.
- Launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Software.
- Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- Interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein; or
- Attempt to gain unauthorized access to the Software or Service or its related systems or networks.

## **MEMBERSHIP SUBSCRIPTION TERMS**

For those purchasing a LIS coverage plan, the following terms apply; Your use of Membership Subscription Services and Membership Subscription Products is governed by these Membership Subscription Terms, which are described in further detail below. The following points are particularly important:

- Membership Subscriptions must be renewed by the User.

- You may cancel your Membership Subscription Product at any time by following the instructions included in your Membership Subscription Product purchase, redemption, or renewal confirmation email, all subject to the terms below.
- Cancellation will cease auto-renewal of Membership Subscription and future payments, but previous Membership Subscription Fees are non-refundable except where required by law.
- The Membership Period and cost of the Membership Subscription Product you purchase are disclosed prior to purchase and confirmed via email following purchase.
- We transfer your billing information to our payment processor(s) as disclosed in our Privacy Policy.
- Offers may be subject to additional limitations, which are generally presented to you at the time of offer receipt.

Read these Membership Subscription Terms carefully before using the Membership Subscription Services. These Membership Subscription Terms (which include the other documents referenced below) constitute a legal agreement between you ("you" or "your") and LIS. If you purchase, register for, or redeem a Membership Subscription Product through an External Partner of LIS, you may also be subject to additional terms and conditions supplied by that service.

## **1. ELIGIBILITY REQUIREMENTS**

To be eligible to access and use the Membership Subscription Services, you must meet the following criteria ("Eligibility Requirements"):

- You must **reside within Egypt our country of domicile**, be at least 18 years of age, and be capable of entering into a binding agreement;
- You must have an account in good standing with LIS, which includes the payment of all Fees and Applicable Taxes, if any; and
- You must meet any additional qualifications or adhere to any limitations disclosed with the offer of an applicable Membership Subscription Product, which we may update from time to time.

## **2. MEMBERSHIP SUBSCRIPTION**

You may purchase Membership Subscription access (a "Register"). The Fee includes the VAT Taxes where applicable.

### **3. USE AND RENEWAL**

Your ability to use the Membership Subscription Service commences on the date of your purchase, plus any applicable curing period, and continues until the end of the applicable Membership Period. LIS will collect your Membership Subscription fees on the defined period of your Payment Period by charging the associated Fee to the payment method you provided unless you cancel your Membership Subscription as provided below. In order to continue to access the Membership Subscription Services after your Payment Period has expired, you will need to purchase a new Membership Subscription Product.

### **4. MEMBERSHIP SUBSCRIPTION CANCELLATION; REFUNDS**

You may cancel the renewal of Membership Subscription Products at any time. Please email [info@lis-eg.com](mailto:info@lis-eg.com) and include your name, address, member number on the account and reason for the cancellation. If you cancel your Membership Subscription Product during your current Payment Period, your access to the Membership Subscription Services will stop.

### **5. AVAILABILITY AND MODIFICATIONS**

LIS reserves the right to modify, offer additional, or cease offering Membership Subscription Services at any time in its sole discretion, including but not limited to changes in Fees, modifying the availability of and Eligibility Requirements for certain Membership Subscription Services, or modifying the features and functionality of certain Membership Subscription Services. If we cease offering your current Membership Subscription Product, your access to the Membership Subscription Services will continue until the end of your Membership Period. We will provide you with thirty (30) days prior notice via email before changes in Membership Subscription Services or Fees take effect. Please review your Membership Subscription Service's Terms and Conditions. Any changes to the Membership Subscription Services or Fees will be effective upon your next billing cycle tied to the start of the Membership Period, and will not apply retroactively to your current Membership Period.

### **6. CHANGES TO MEMBERSHIP SUBSCRIPTION TERMS**

We may modify these Membership Subscription Terms from time to time. If we make material changes to these Membership Subscription Terms as it applies to your currently active Membership Subscription Service, then we will supply you with appropriate notice of those changes. Revised Membership Subscription Terms will become effective upon the next renewal of your Membership Subscription Product and your continued use of the Membership Subscription Services will constitute your acceptance of the revised terms. If you are not willing to agree to the revisions, you may cancel your Membership Subscription Services as disclosed in Section 4 above.

## **7. MEMBERSHIP SUBSCRIPTION ISSUER**

LIS is the issuer of Membership Subscription Services in the Arab Republic of Egypt and its related territories.

## **8. ENTIRE AGREEMENT**

These Membership Subscription Terms (including, without limitation, the documents incorporated into them constitute the complete and exclusive agreement between you and LIS with respect to the subject matter hereof, and supersede all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements by or between you and LIS concerning such subject matter.

## **9. FEES AND PAYMENT TERMS**

You are responsible for the timely payment of all fees and for providing Company with a valid credit card account for payment of all fees at all times. If you make a payment for our products or services on our website or mobile application, the payment details you will be asked to submit will be provided directly to our payment provider or processor via a secured connection. The cardholder must retain a copy of transaction records and Merchant policies and rules. We accept payments online using Visa and MasterCard credit/debit card in EGP (or any other agreed currencies). You must provide billing information, including payment method that is up to date. You authorize and direct us to charge your designated payment method for these charges

or, if your designated payment method fails, to charge any other payment method you have on file with us.

The Company, at its sole discretion, has the right to make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. The Company may change the fees for our Service as we deem necessary for our business. We encourage you to check back at our mobile application periodically if you are interested to stay updated with pricing of packages.

## **INTELLECTUAL PROPERTY OWNERSHIP**

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Service. To the extent you provide any suggestions, ideas, enhancement requests, feedback, and recommendations or other information regarding the Service or Software, you hereby assign to the Company all right, title and interest thereto. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Software and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

## **INDEMNIFICATION**

By entering into this Agreement and using the Software or Service, you agree to defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of Third Party Services arranged via the Service or Software, or (c) your use or misuse of the Software or Service or any Third Party Service.

## **TERMINATION**

The Company reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and



future use of the Service, suspend or terminate your account (any part thereof) or use of the Service, for any reason, including if the Company believes that you have violated this Agreement. The Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service.

## **DISCLAIMER OF WARRANTIES**

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR SOFTWARE (OR ANY THIRD PARTY SERVICES). THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE OR SOFTWARE (OR ANY THIRD PARTY SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE (INCLUDING ANY THIRD PARTY SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (D) ERRORS OR DEFECTS IN THE SERVICE OR SOFTWARE WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND SOFTWARE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, QUALITY OR SUITABILITY OF ANY THIRD PARTY SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SOFTWARE AND SERVICE, AND ANY THIRD PARTY SERVICES, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **NETWORK DELAYS**

THE COMPANY'S SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELECOMMUNICATIONS NETWORKS AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR SOFTWARE, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING THIRD PARTY SERVICES OFFERED VIA THE SOFTWARE OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE OR SERVICE.

THE QUALITY OF THE THIRD PARTY SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS ENTIRELY THE

RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH THIRD PARTY SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SOFTWARE AND THE SERVICE, YOU MAY BE EXPOSED TO THIRD PARTY SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SOFTWARE AND THE SERVICE, AND SUCH THIRD PARTY SERVICES, AT YOUR OWN RISK.

BY USING THE SERVICE OR SOFTWARE, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT THINK THEY ARE REASONABLE, YOU MUST NOT USE THE SERVICE OR SOFTWARE.

## **NOTICE**

The Company may give notice to you by means of a general notice on a portion of the Service (which may include posting on the Company website), electronic mail to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email) or posting. You may give notice to the Company only in writing (such notice shall be deemed given only when actually received by the Company).

## **OTHER PARTIES**

You accept that, as a corporation, the Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Company's officers or employees in respect of any losses you suffer in connection with the Service or Software. Without prejudice to the foregoing, you agree that the limitations of warranties and liability set out in this Agreement will protect the Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Company.

## **BREACHES OF THESE TERMS AND CONDITIONS**

Without prejudice to the Company's other rights under these terms and conditions, if you breach these terms and conditions in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including suspending your access to the Service or Software, prohibiting you from accessing the Service or Software, blocking computers using your IP address from accessing the Service or Software and/or bringing court proceedings against you.

## **ASSIGNMENT**

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) any other successor or acquirer. Any purported assignment in violation of this section shall be void. In the event that Company is sold to a third party, such a sale will not be deemed a transfer of personal information so long as that third party agrees to assume Company's obligations as to this Agreement and any associated Privacy Policy.

## **GOVERNING LAW**

Except as expressly provided otherwise, this Agreement will be is governed by, and will be construed under, the laws of Arab Republic of Egypt, without regard to choice of law principles. You consent to jurisdiction and venue exclusively in the courts of the Arab Republic of Egypt. You agree that Company retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.