



1.0 FOREWORD

These Terms and Conditions govern your use of the services offered through the Hulool Supplier application (the application, or the app). By installing and using this application, you (the **Service Provider**, or the **Supplier**) acknowledge and agree to abide by all Terms and Conditions stipulated. If you do not agree to these Terms and Conditions, you may not access or use the Services.

The **Hulool** application and **Hulool Supplier** application are owned and operated by **Consult Pro**, a company registered and governed by the laws of the Kingdom of Bahrain. Henceforth, Consult Pro and its **Hulool** and **Hulool Supplier** applications shall be collectively referred to as “Hulool”.

2.0 THE SERVICES

The **Hulool Supplier** mobile and / or web application is a technology platform designed to enable you (“**the Supplier**”) to connect to **Customers** requesting services offered by you on the platform. The Supplier (“**You**”) shall also be understood to include your company, your employees and your subcontractors performing any of the services that you offer on the platform. Your services (henceforth “**Specializations**”) may constitute any of the maintenance, construction, upkeep, repairs, check-ups, examinations, consultations, logistics and / or related services and facilities offered by you and other suppliers listed on this platform, which may change from time to time.

You may refer to the section “**New Supplier Account**” and “**Supplier Specializations**” for instructions about registering your company and services within the app.

3.0 THIRD PARTY SERVICES

YOU ACKNOWLEDGE THAT HULOOL DOES NOT FUNCTION AS THE CUSTOMER, NOR AS A REPRESENTATIVE OF THE CUSTOMER(S), NOR AS A SUPPLIER, NOR AS YOUR REPRESENTATIVE IN ANY WAY. YOU ACKNOWLEDGE THAT ANY AND ALL SERVICES THAT YOU CHOOSE TO OFFER THROUGH THE PLATFORM ARE PROVIDED INDEPENDENTLY BY YOU TO CUSTOMERS. HULOOL (THE FIRST PARTY) SHALL ONLY PROVIDE THE SERVICE OF CONNECTING YOU (THE SECOND PARTY) TO CUSTOMERS (THE THIRD PARTY) AT NO LIABILITY OR CONSEQUENCE TO HULOOL.

YOU ACKNOWLEDGE THAT YOU MAY NOT, UNDER ANY CIRCUMSTANCES, RAISE ANY CLAIMS, LEGAL ACTION / LITIGATION AGAINST HULOOL AND / OR ITS PRINCIPALS FOR ANY ACTIONS CARRIED OUT BY YOU OR BY THE CUSTOMERS IN RELATION TO WORKS, DELAYS, PAYMENTS AND ANY OTHER CONSEQUENCES WHATSOEVER.

4.0 ASSISTANCE

You may contact the Hulool Supplier Service at the regular work times for any assistance to download, install and use the application. See **Appendix D - Contacts** for details.



5.0 NEW SUPPLIER ACCOUNT

To avail the services offered by the Hulool Supplier app, you will need to register (sign-up) through the application. Supplier registration is free (no charges applied). Hulool will subsequently review and approve or reject your application based on the applicable criteria.

5.1 New Account Registration and Login

Mandatory information for initial sign-up shall include: Company name, company mobile number, email, login password, company short description, commercial license / CR number, responsible person name and mobile, company logo. You must also upload a copy of your valid commercial license or certificate of registration. You may also choose to add (optional) a company long description and office telephone number.

You must provide accurate information for all the mandatory fields; failure to do so will affect your ability to use the services and / or your ability to receive communications related to the services.

Once your application is submitted, a verification code will be transmitted to your company mobile number (registered in the sign-up page) for initial signup. Subsequent logins shall be using your email and chosen password.

5.2 Preliminary Approval by Hulool

Your new account application, once submitted, is subject to review and preliminary approval by Hulool. Hulool may reject your application for any or all the following reasons:

- The information provided through your sign-up is incomplete
- You do not have a valid commercial license, your commercial license is expired, or your company status is legally defunct or suspended.
- Your company name does not match the commercial license.
- You have a previous signup with the same commercial license or the same email or the same company mobile number.
- Your company logo does not satisfy Hulool size and shape requirements.
- You have been previously suspended or penalized by Hulool for failure to abide by these Terms and Conditions, recurring customer complaints or any other reason.
- Any other reason as deemed appropriate by Hulool

If your application is rejected, you will receive an SMS and email message detailing the reason for rejection. You may then resubmit the revised application.

Once your application is approved (account status becomes accepted), your company name and commercial license number will no longer be editable in the application. You may update all other information as needed.

Preliminary approval entails that you are a registered Supplier with Hulool. You will also need to submit your specializations (the services offered, and locations serviced) for separate approval (See Supplier Specializations below). Preliminary approval of your application does not infer that the corresponding specializations have been approved.



6.0 SUPPLIER SPECIALIZATIONS

Specializations refers to each service provided by you within the app and the respective locations serviced. You may offer such services within the app that you are legally permitted to perform as evidenced by your valid commercial license / commercial certificate.

You will need to submit each specialization individually. Hulool will subsequently review and approve or reject your specialization.

6.1 Registering a New Specialization (Add Specialization)

You may add specializations through the “My Specializations” submenu of the main menu. Adding specializations is free (no charges applied). To add a specialization, you will need to select one of the available **work categories** listed, select the **locations** serviced, and enter a **checking charge** against each location serviced. Your checking charges may not be less than the Hulool charges specified in the app (See **Checking Charges** below).

If you cannot find the required work category to add to your specializations, then there may be – at present – no registered suppliers providing that work category. You may contact Hulool Supplier Service for adding a suitable work category (See **Appendix D - Contacts**).

Your specialization, once saved, shall be subject to Hulool review and approval (See **Approval of Specialization** below).

You may add any number of specializations as required, provided that you are legally eligible to perform the respective services as evidenced by your valid commercial license / commercial certificate. Once a specialization is added, it can be edited but not replicated.

6.2 Checking charges / Minimum charges and Pricing

The **checking charges** (also called checking cost) shall refer to the amount the Customer must pay to avail your checking services.

The checking charge has 2 components:

- **Hulool Charges:** The amount that Hulool shall benefit from each work request
- **Supplier Checking Charge:** The amount that you (the Supplier) shall nominally receive for each work request, less the applicable payment gateway charges and all other deductions.

The customer will see the checking charges as one total figure.

It is customary, but not mandatory, that you consider the checking charges as your minimum charges, which you (the Supplier) will deduct from the total amount of any additional works or purchase orders required to complete the requested service. We encourage you to follow the same.

You must enter your **checking charge** when adding or editing a specialization against each location serviced (See **Registering a New Specialization** and **Editing Specializations**). Checking Charges are priced by you (the Supplier) with no additional input from Hulool other than the Hulool Charges stipulated in the **Schedule of Rates (Appendix B)**.

See **Process Description and Service Level Agreement**, and **Payments and Funds** for more details.



6.3 Approval of Specialization

Your specialization, once submitted, is subject to review and approval by Hulool. Hulool may reject your specialization for any or all the following reasons:

- The information provided through your sign-up, including your commercial license / commercial certificate does not support the work categories submitted.
- You do not have a valid commercial license, your commercial license is expired, or your company status is legally defunct or suspended.
- You have been previously suspended or penalized by Hulool in this specialization, for failure to abide by these Terms and Conditions, recurring customer complaints or any other reason.
- Any other reason as deemed appropriate by Hulool.

Once your submitted specialization is approved, Customers using the Hulool application will be able to select you for the respective work category, in the registered locations.

6.4 Deleting a Specialization

You may voluntarily delete a specialization from the My Specializations menu. Once a specialization is deleted, you may reapply for the same specialization as required.

If you edit or delete a specialization for any reason, then you are required to complete all work requests and / or purchase orders issued prior to affecting such changes.

6.5 Editing Specializations (Locations and Checking Charges)

If a specialization was previously approved, you may edit the locations serviced and checking charges at any time. These changes will not require Hulool approval and will be immediately applied. Checking Charges are priced by you (the Supplier) with no additional input from Hulool other than the Hulool Charges stipulated in the **Schedule of Rates (Appendix B)**.

Specializations that were previously rejected may be edited in full and are subject to Hulool review and approval.

If you edit or delete a specialization for any reason, then you are required to complete all work requests and / or purchase orders issued prior to affecting such changes.



7.0 PROCESS DESCRIPTION & SERVICE LEVEL AGREEMENT

7.1 Process Prerequisites

The workflow processes outlined hereunder are subject to the supplier status being approved (“Accepted”) and having approved specializations.

The processes described hereunder represent the main workflow only and may be subject to deviations and alterations based on Customer and Supplier selections at each stage.

7.2 Process Overview

The process of the Hulool Supplier application allows you to (a) receive a work request from Customers covering your specialized service in your selected locations; (b) find and bid for broadcast requests covering your specialization in your selected locations; (c) allow the Customer to pay for minimum charges / checking charges as specified by you, through electronic fund transfer to Hulool; (d) facilitate your filling out a checking report following your attendance to site, which the Customer can view; (e) add quotations for additional works needed if required, which the Customer can view and accept / decline; (f) view Purchase Orders for accepted quotations, and (g) fill out completion reports when work is completed.

The main process flow of a complete work request (as seen from the Supplier end) is shown in **Appendix A** for your reference. The application will guide you to the next steps and available options where applicable.

7.3 The Work Request (Issued by the Customer)

Work requests are initiated by Customers. The work request shall include a work category, work location and the Customer’s specific needs (the work requested). It may (optionally) contain a photo, an attachment, and request details.

Each work request shall carry a unique identification number (Denoted WR#) which can be used as reference to any assistance required from Hulool.

Hulool provides Customers with two (2) methods to issue work requests and connect to you (the Supplier): The **Specified Supplier** method, and the **Broadcast** method, detailed below.

7.4 The Specified Supplier Work Requests

In this method, the Customer has selected you directly from the list of suppliers providing the required specialization (work category and locations) and has paid your checking charges to Hulool (See **Payments and Funds** below). You will receive a communication advising you of the new work request, and the app will add the new request to the “My Requests” slider in the home screen for your action and follow up.

For Specified Supplier work requests you must then choose either of the below actions:

- (a) **Acknowledge** the work request: This indicates your acceptance to carry out the works. Once acknowledged, the work request is considered a binding **Work Order** and you are required to carry out the job.
- (b) **Decline** the work request: You have the right to decline the work request with no penalties, in which case the Customer will be refunded the checking charge by Hulool, subject to the **Customer Refund Policy**.



Failure to respond to a work request (either acknowledge or decline) shall trigger a cancellation of the work request by Hulool following a set period (See **Appendix C – Parameters**). It may also trigger an investigation into your performance and possible suspension of your account.

7.5 The Broadcast Work Requests

In the **broadcast** method the customer has issued a work request to a non-specific supplier (but has not yet paid any checking charges). You, and all other suppliers providing the same specialization (work category and work location) shall be able to:

(a) Search for these broadcast requests.

You may search for broadcast requests at any time, with no limits or charges, using the **Search Broadcast** button or the **Broadcast Requests** submenu. Only the broadcast requests matching your specialization (work categories and locations) will appear in the search results. You may also filter the broadcast search by location and work category. The search results will also identify the broadcast requests that you previously bid for, and those that you can still bid for.

(b) Issue a bid

You may issue a bid through the click of one button. Your bid shall relay to the Customer your willingness to take up the work. Bids are issued sequentially to the Customer, meaning that the Customer will see the bid of the first supplier that issues a bid for the job, followed by others if the Customer declines the bid.

(c) Ignore the broadcast request.

If you choose to ignore a broadcast work request, then it will not appear in future searches.

If the Customer receives your bid, they will be able to view your company details, checking charge, **average repose time KPI** and **supplier rating** to aid their decision.

If the Customer chooses to accept your bid and pay the checking charges to Hulool, then the work request is considered a binding **Work Order** and you will receive a system notification to carry out the job. The app will add the new request to the “My Requests” slider in the home screen for your action and follow up.

Alternatively, the Customer may choose to decline your bid or select the bid of another supplier. In such cases, this broadcast request will cease to appear in your broadcast searches.

In all cases, if a broadcast request is not awarded within a specified period (See **Appendix C – Parameters**), it will be automatically cancelled by Hulool.

7.6 Work Requests in Progress

A work request once received, will be added to the “My Requests” slider in the home screen and can subsequently be viewed and managed within the application. Each request in the “My Requests” slider is color coded for easy reference: A red frame indicates that it is your (Supplier) action; a green frame indicates that it is Customer’s action, an amber frame (for broadcast requests) indicates that you have the option of taking action; a grey frame indicates that the request is closed. The application shall guide you to the next steps where needed, and you can carry out the required using the “View / Actions” button and selecting the appropriate tab. When a work request status is changed by the Customer, you will receive push notifications and in-app notifications to guide you to the next step if applicable.



7.7 Attendance to Site and Checking

Once you receive a confirmed work request (work order), you are required to immediately contact the Customer and arrange for site checking. You may obtain the Customer details (mobile number, contact instructions, address) from the **Customer Details** tab. Please arrange a time that will be suitable for the Customer, keep to the arrangement and be punctual.

In case of delay, no-show, hinderance or unresponsiveness from either side (Customer and Supplier) then the counter side may contact Hulool to cancel the work request. Hulool may, at its own discretion, take appropriate action or cancel the work request, without liability to Hulool (See **Cancellation of Work Request by Hulool**). In the event of cancelling a work request for any reason, any checking charges already paid by the Customer shall be subject to the **Customer Refund Policy**. You (the Supplier) will not receive any payment for cancelled work requests.

7.8 The Checking Report

You are required to fill out a checking report once all the checks have been completed. The Customer can view your checking report, and any (optional) quotation added by you, in the application. Hulool has no input into the contents of this report.

The checking report shall contain the following fields:

- The checking report title (mandatory).
- Checking report details (optional). You may add a description of what was checked and your findings.
- Attachment / photo (optional).
- You may also add a quotation for additional works required (see **Supplier Quotations** below).

Hulool advises you to make the checking report as clear as possible, with ample details of what was checked and your detailed findings relevant to the work requested by the Customer. Hulool also advises you to add attachments or photos to evidence that the checking works were carried out as needed. Such evidence will be used in case of a dispute with the Customer.

You are required to explain and convey the checking findings to the Customer prior to filling out the checking report. Once a checking report is issued it cannot be edited.

A checking report is considered evidence of your attendance to the work request, unless the Customer raises a formal dispute within the grace period following issuance of the report (See **Appendix C- Parameters**). Hulool shall hold the checking charges against the Supplier until the lapse of this grace period.

YOU ACKNOWLEDGE THAT:

1. HULOOO SHALL NOT BE LIABLE FOR THE CHECKING REPORT OR ANY OTHER SERVICES OR PRODUCTS PROVIDED BY YOU THAT DO NOT MEET CUSTOMER EXPECTATIONS IN ANY MANNER.
2. HULOOO SHALL NOT BE HELD LIABLE FOR ANY MISUNDERSTANDINGS BETWEEN YOU AND THE CUSTOMER REGARDING THE CHECKING SERVICES, THE CHECKING REPORT OR ANY OTHER SERVICES PROVIDED THROUGH THE WORK REQUEST PROCESS.



3. HULOOL IS NOT LIABLE OR REQUIRED TO DEMONSTRATE, COMMUNICATE, TRANSLATE OR OTHERWISE CONVEY ANY ASPECTS OF YOUR CHECKING SERVICES OR CHECKING REPORT TO THE CUSTOMER.
4. HULOOL IS NOT LIABLE OR REQUIRED TO CONVINCING, PERSUADE, SATISFY OR ASSURE THE CUSTOMER FOR ANY ASPECTS OF YOUR CHECKING WORKS OR CHECKING REPORT.
5. HULOOL MAY, UPON RECEIPT OF A CUSTOMER COMPLAINT, WHITHOLD THE SUPPLIER CHECKING CHARGE UNTIL THE SUPPLIER RESOLVES PENDING MISUNDERSTANDINGS WITH THE CUSTOMER.
6. HULOOL MAY, BUT IS NOT REQUIRED TO ASCERTAIN THAT THE WORKS WERE DONE TO THE REQUIREMENTS OF THE WORK REQUEST.

7.9 Supplier Quotation

While filling the checking report, you have the option of including a quotation for additional works or material required to complete the job. Hulool has no input into the contents of this quotation.

Elements of this quotation shall include the following fields:

- A quotation title (mandatory).
- Quotation amount (mandatory): This is the net amount that the Customer must pay to issue a purchase order, inclusive of all taxes, deductions, discounts, charges, and all other fees.
- Quotation validity date (mandatory): The quotation will become inactive following the set date.
- Quotation details (optional). You may include details of work to be done, parts, labor charges and / or price breakdown. Note: Only the quotation amount entered earlier will be considered as the final quotation value).
- Attachment / photo (optional)

Hulool advises you to make the quotation as clear as possible, and relevant to the work requested by the Customer. You are required to explain and convey the quotation details to the Customer prior to filling out the quotation in the app and explain the payment conditions. Once a quotation is issued it cannot be edited.

The Customer has the right to

- (a) Accept the quotation:
See Purchase Orders below.
- (b) Decline the quotation:
In this case the quotation shall remain active in the Customer's Hulool app in case the Customer reconsiders, up to the days specified in **Appendix C – Parameters**.
- (c) Ignore the quotation.
In this case the quotation shall remain active in the Customer's Hulool app, up to the quotation validity date set by you.

Quotations with no purchase orders shall become inactive after the quotation validity date and shall also be removed from Customer view after a set period (See **Appendix C – Parameters**).

In all cases you acknowledge that:



1. HULOOK SHALL NOT BE LIABLE FOR THE QUOTATION CONTENT OR CORRESPONDING CHECKING REPORT CONTENT OR PRICING OF SUCH SERVICES OR ANY OTHER SERVICES OR PRODUCTS PROVIDED BY YOU THAT DO NOT MEET CUSTOMER EXPECTATIONS IN ANY MANNER.
2. HULOOK SHALL NOT BE HELD LIABLE FOR ANY MISUNDERSTANDINGS BETWEEN YOU AND THE CUSTOMER REGARDING THE QUOTATION SERVICES, PRICING, OR ANY OTHER SERVICES PROVIDED THROUGH THE WORK REQUEST PROCESS.
3. HULOOK IS NOT LIABLE OR REQUIRED TO DEMONSTRATE, COMMUNICATE, TRANSLATE OR OTHERWISE CONVEY ANY ASPECTS OF YOUR QUOTATION TO THE CUSTOMER.
4. HULOOK IS NOT LIABLE OR REQUIRED TO CONVINCED, PERSUADE, SATISFY OR ASSURE THE CUSTOMER FOR ANY ASPECTS OF YOUR QUOTATION.

7.10 Purchase Orders

If the Customer chooses to accept your quotation, then the application will issue a corresponding Purchase Order (PO) to you, and you will receive a system notification to carry out the purchase order works.

If you (the Supplier) had selected “online payment” as the means of payment in the app settings, then the Customer will have affected payment prior to the application issuing the purchase order. This payment shall be reserved with Hulool until you complete the PO work plus a grace period for defect identification. The PO amount will be subject to the terms and conditions stipulated under **Payments and Funds**.

If you had selected a means of payment other than “online payment”, then it is considered that you have agreed separately with the Customer for the terms of payment; hence Hulool shall not be party to, or liable to reserve any amounts from the Customer, or transfer any purchase order amounts to you.

In all cases you acknowledge that:

1. HULOOK SHALL NOT BE LIABLE FOR THE QUOTATION CONTENT OR THE PRECEEDING CHECKING REPORT CONTENT OR THE CORRESPONDING PURCHASE ORDER CONTENT OR PRICING OF SUCH SERVICES OR ANY OTHER SERVICES OR PRODUCTS PROVIDED BY YOU THAT DO NOT MEET CUSTOMER EXPECTATIONS IN ANY MANNER.
2. HULOOK SHALL NOT BE HELD LIABLE FOR ANY MISUNDERSTANDINGS BETWEEN YOU AND THE CUSTOMER REGARDING THE QUOTATION SERVICES, PURCHASE ORDER SERVICES, OR ANY OTHER SERVICES PROVIDED THROUGH THE WORK REQUEST PROCESS.
3. HULOOK MAY, UPON RECEIPT OF A CUSTOMER COMPLAINT, WHITHOLD THE PURCHASE ORDER AMOUNTS FROM THE SUPPLIER (IF PAID ONLINE) UNTIL THE SUPPLIER RESOLVES PENDING MISUNDERSTANDINGS WITH THE CUSTOMER.
4. HULOOK MAY SUSPEND THE SUPPLIER ACCOUNT PENDING RESOLUTION OF ANY MISUNDERSTANDINGS.
5. HULOOK MAY, BUT IS NOT REQUIRED TO ASCERTAIN THAT THE PO WORKS WERE DONE TO THE REQUIREMENTS OF THE PURCHASE ORDER.



7.11 Work Completion

You are required to fill out a **Work Completion Report** once the Purchase Order works are completed, which the Customer can view in the application. Hulool has no input into the contents of this report.

Elements of the work completion report shall include the following fields:

- A work completion title (mandatory).
- Work completion details (optional). You may include details of work done.
- Attachment / photo (optional)

Hulool advises you to make the work completion report as clear as possible, with ample details of what work was carried out, and add attachments or photos to evidence that the works were completed in line with the purchase order and to generally acceptable quality and safety standards. Such evidence will be used in case of a dispute with the Customer.

A work completion report is considered evidence of you (the Supplier) completing all the works of the purchase order, unless the Customer raises a formal dispute within the set grace period (See **Appendix C – Parameters**) or filing a complaint against the supplier regarding work quality or completeness (See “**Complaints and Investigations**” section).

In all cases you acknowledge that:

1. HULOOK SHALL NOT BE LIABLE FOR THE CONTENTS OF THE WORK COMPLETION REPORT OR ANY OTHER SERVICES OR PRODUCTS PROVIDED BY YOU THAT DO NOT MEET CUSTOMER EXPECTATIONS IN ANY MANNER.
2. HULOOK SHALL NOT BE HELD LIABLE FOR ANY MISUNDERSTANDINGS BETWEEN YOU AND THE CUSTOMER REGARDING THE PURCHASE ORDER WORKS, INCLUDING DELAYS OR SHORTCOMINGS, OR ANY OTHER SERVICES PROVIDED THROUGH THE WORK REQUEST PROCESS.
3. HULOOK MAY, UPON RECEIPT OF A CUSTOMER COMPLAINT, WHITHOLD THE PURCHASE ORDER AMOUNTS FROM THE SUPPLIER (IF PAID ONLINE) UNTIL THE SUPPLIER RESOLVES PENDING MISUNDERSTANDINGS WITH THE CUSTOMER.
4. HULOOK MAY SUSPEND THE SUPPLIER ACCOUNT PENDING RESOLUTION OF ANY MISUNDERSTANDINGS.
5. HULOOK MAY, BUT IS NOT REQUIRED TO ASCERTAIN THAT THE WORKS WERE DONE TO THE REQUIREMENTS OF THE PURCHASE ORDER.

7.12 Cancellation of Work Request by the Customer.

A Customer has the right to cancel a Specified Supplier work request via the application, up to the point where you (the Supplier) acknowledge the work request. The work request will then be considered a binding Work Order.

A Customer may cancel a Broadcast request prior to accepting your bid and paying the checking charge. The work request will then be considered a binding Work Order.

Binding Work Orders cannot be cancelled unilaterally by either the Customer or Supplier, except under the conditions stipulated in the section **Cancellation of Work Request by Hulool**.

In the event of cancelling a work request for any reason, the **Customer Refund Policy** shall apply. You (the Supplier) may not claim for any checking charges.



7.13 Decline / Cancellation of Work Request by You.

If a Customer issues a work request to you as a Specified Supplier, you may opt to decline the work request without penalties.

Once you acknowledge the work request (the work request becomes a work order) then you may NOT Cancel the work request.

Binding Work Orders cannot be cancelled unilaterally by either the Customer or Supplier, except under the conditions stipulated in the section **Cancellation of Work Request by Hulool**.

In the event of cancelling a work request for any reason, the **Customer Refund Policy** shall apply. You (the Supplier) may not claim for any checking charges.

7.14 Auto Cancellation of Work Request

The work request will be automatically cancelled by the application in the event that:

- (a) You decline the work request as a Specified Supplier.
- (b) You do not respond (acknowledge or decline) to a Specified Supplier work request following a set period (set by Hulool, See **Appendix C- Parameters**).
- (c) The Customer has declined your bid in a broadcast request or has not accepted your bid within the specified period (as set by Hulool).

In the event of an auto cancellation of a work request for any reason, the **Customer Refund Policy** shall apply. You (the Supplier) may not claim for any checking charges.

7.15 Cancellation of Work Request by Hulool

The Customer may contact Hulool Customer Service to report any shortcomings on your part. Hulool may, at its own volition and without any liability, decide on appropriate action, or cancel the work request if deemed necessary. Such shortcomings may include (but are not limited to:

- (a) repeated delays, no-shows, unresponsiveness, failure to attend to site
- (b) unsafe practices, unprofessional conduct, unacceptable behavior of any kind, non-compliance to generally accepted safety standards
- (c) use of unauthorized third-party subcontractors, day workers or illegal-status persons, that are not legally allowed to perform the required work
- (d) failure to provide a timely checking report or quotation
- (e) the inadequacy of the checking report, or failure of the checking report to address the work requested
- (f) negligence and / or unacceptable workmanship
- (g) non-compliance to supplier obligations of any kind
- (h) causing damage of any kind to Customer property
- (i) suspension from the application for any reason
- (j) ceasing to function as a legal entity
- (k) demonstrated incapacity to perform the work
- (l) making use of unqualified or illegal labor resources
- (m) not having suitable tools and machinery to perform the works
- (n) performing activities which you are not legally authorized to do
- (o) using unprofessional subcontracts
- (p) other causes as deemed necessary by Hulool



You (the Supplier) may contact Hulool to report forced delays, no-show, hinderance or unresponsiveness from the Customer side, or any other grievances that prevent you from performing the work request. Hulool may, at its own discretion, take appropriate action or cancel the work request if deemed necessary, without liability to Hulool.

In the event of cancelling a work request for any reason, any checking charges already paid by the Customer shall be subject to the **Customer Refund Policy**. You (the Supplier) will not receive any payment for cancelled work requests.

All cases shall be subject to the terms and conditions stipulated in the **Complaints and Investigations** section. These cases shall be handled on an individual basis and shall not be guaranteed.



8.0 PAYMENTS & FUNDS

8.1 Customer Payments / Payment Channels

Checking charges: Customers will need to affect online payments for checking charges, through the Hulool app. The checking charges shall be held with Hulool until the checking report and / or the quotation is issued plus a grace period for customer response.

Purchase Orders: You (the Supplier) may select in the application settings your preferred payment method for purchase orders, comprising either of:

- Online payment through the Hulool application: If you select this option the Customer will need to pay for purchase orders via the Hulool application. The payment shall be held with Hulool until work is completed as evidenced by a completion report and following the grace period for defect identification.
- Direct payment or cash: If you select this option then you are assumed to have agreed with the Customer for an alternative payment method (such as cash, card, mobile transfer, electronic transfer, or other methods as agreed between you and the Customer). In this case, Hulool will not withhold any amounts from the Customer.

8.2 Customer Refund Policy

In the event of cancellation of a work request for any reason, any checking charges already paid by the Customer shall be refunded as credits to their Hulool account. You (the Supplier) will not receive any payment for cancelled work requests.

Purchase Orders shall be handled on a case-by-case basis subject to adequate investigation. Where deemed appropriate, full or partial refunds may be affected to the Customer through Hulool credits, and the balance payment shall be made to the Supplier less any charges and transfer fees, subject to the terms and conditions stipulated under **Complaints and Investigations**.

8.3 Transfer of Funds to Supplier

Funds accredited to Hulool (Checking Charges and Purchase Order amounts if paid online) shall be released to you by bank transfer or other means if bank transfer is not applicable, subject to passing the grace period allowed for customer checking and defect identification (See **Appendix C – Parameters**).

All amounts shall be subject to the deductions, fees and transfer charges noted in **Appendix B – Schedule of Rates**.

Notwithstanding the above, eligible payments shall be processed and transferred nominally once per month.



9.0 YOUR USE OF THE SERVICES

9.1 User Account & Passwords

You will need to sign-up via the application providing full company details and add your specializations as noted in the sections: **New Supplier Account**, and **Supplier Specializations**. You may subsequently login using your username (email) and password. Hulool does not have access to this password but can assist you to reset it if needed. You may also reset your password through the application. It is solely your responsibility to select and protect your password.

You will also need to maintain accurate, complete, and up-to-date information in order to fully utilize the services.

You agree and acknowledge that the information you provide including your company name, company details, mobile number, commercial license, and the like will be available to Hulool for use in providing the services. Hulool shall not be liable for any losses that may arise from misinformation or inadequate information. You also agree and acknowledge that Hulool is not liable for any problems which may arise from the loss or misuse of your login details and passwords, or loss of data of any kind. If you suspect that someone has knowledge of your password, then you should contact us immediately.

9.2 Availability of Services

The application may be unavailable at certain times to allow for maintenance and upgrades of the application, its hosting servers, or associated communication services. Hulool may further terminate or suspend certain services or service categories, at Hulool's discretion. You may not raise any action, claims, legal proceedings, or recourse of any kind against Hulool for damages, grievances, consequential losses or loss of income borne out of the unavailability of the services at any time.

9.3 Termination of Agreement

Hulool may terminate this agreement unilaterally at any time.

9.4 Prohibited Activities

You may use the application for commercial endeavors, if you are legally entitled to carry out the services by virtue of a commercial license or registration.

You may NOT use Hulool for any unlawful and unauthorized activities, including but without limitation to:

- Any unlawful activities whatsoever including civil or criminal offences, breaches of regulations or codes of practice.
- Any harmful, obscene, abusive, racially offensive, religiously offensive, defamatory, libelous, immoral, and threatening material and activities.
- Political activities including activism, political speech, expressing political opinion and the like.
- Fraud, money laundering, financial misconduct of any kind (See consequences below).
- Using any information obtained from the application in order to contact customers, solicit, or acquire services outside the Hulool Supplier process (See **Non-Bypass of Agreement**).



- Disruption, interference with, hacking, infecting, or otherwise harming or violating the security of the application, or any services, system resources, accounts, passwords, servers, or networks connected to or accessible through the application or affiliated websites.
- Disabling or impairing the operation of this application, or the benefits and rights of customers and suppliers using this application, through any means.
- Systematic retrieval of data from the application such as supplier and customer information, product pricing, service categorizations or any other data, and / or creating / compiling a database or directory of such data.
- Availing, selling, or distributing any services related to unlawful activities including drugs, gambling, pornography, vice, and the like.
- Infringement of patents, trademarks, copywrites, distribution rights, trade secrets for products and services offered by Hulool and / or its other suppliers. This shall include theft of trade secrets, reproducing, modifying, distribution, sale, and leasing of such material.
- Deciphering, decompiling, disassembling or reverse engineering the Hulool application or its associated websites in any way.
- Medical and / or pharmaceutical activities of any kind.
- Investment activities of any kind
- Any other suspected malicious activities as decided by Hulool.

The same shall apply to all texts, requests, photos, attachments, opinions, and ratings used in the application and associated websites.

In the event of any prohibited activities found then Hulool shall have the right to suspend or terminate your account, and / or refer any suspicious activities to the relevant authorities.

Undue amounts being transferred under the pretext of payment for services shall be subject to inspection and inquiry by Hulool. Suspected fraud and money laundering activities shall be immediately reported to the authorities for further investigation and action.

Hulool will fully cooperate with local law enforcement authorities or court orders requesting disclose of the identity, location, activities, or other particulars of any customer and / or supplier using the application.



10.0 SUPPLIER METRICS AND PERFORMANCE MEASURES

10.1 General

Hulool provides Customers with relevant information about suppliers to aid their selection. Customers shall be able to view supplier company details (Company logo, company short description, company long description), checking charge, and two measures of supplier performance: **Supplier Rating** and **Average Response Time** (both described below).

10.2 Supplier Rating

Supplier ratings are displayed to the Customer as stars on a scale of 1-5, where 1 is lowest and 5 is highest, with number of ratings shown in parenthesis.

Customers may choose (optionally) to participate in rating you, following your completion of any work request, in either of 2 statuses: (1) Checking completed, or (2) Work Completed. The Customer may rate you once for every work request.

You are advised to request Customers to provide an unbiased rating once a work request is closed (checking completed or work completed). A higher rating will ultimately benefit you to capture more work requests. Customers may consider and rate supplier performance based on some or all the following parameters:

- Responsiveness
- Safety and housekeeping
- Value for money (cost of services)
- Quality of work
- Guarantees / warranties provided
- Time performance / completion of work on time

10.3 Average Response Time

The **response time** is the time measured from the agreement of both supplier and customer (that is, when a work request becomes a work order: when a specified supplier acknowledges a work request, or when a customer accepts and pays for a supplier's bid) to the issuance of a checking report (or a quotation if applicable). The **average response time** is the response time averaged for all work requests done by each supplier.

The average response time is a qualitative measure of how fast you (the Supplier) can nominally visit site and provide the checking report or appropriate quotation.

10.4 Other measures

Hulool is in process of developing other measures for supplier performance, including Text Reviews, itemized breakdowns of the Supplier Rating, Quotation Acceptance KPI, and others which will be appended in later releases of the Hulool and Hulool Supplier apps.

10.5 Conditions for ratings

All ratings and Key Performance Indicators (KPI's) are customer and system generated with no additional input from Hulool. You may not approach Hulool for altering or otherwise revising any ratings.

Ratings shall appear in the Hulool Supplier app in future releases.



11.0 COMPLAINTS AND INVESTIGATIONS

11.1 Customer Complaints

Customers may contact Hulool to register a complaint against you (the Supplier), at any of the following periods:

- (a) When the work request status is “Checking in Progress”.
- (b) Within the grace period allowed after you issue the checking report / quotation (See **Appendix C – Parameters**).
- (c) When the work request status is “Work in progress”
- (d) Within the grace period allowed after you issue the work completion report (See **Appendix C – Parameters**).

Hulool shall respond to the complaints on a case-by-case basis. You must respond to Hulool’s request for any investigations, meetings, documentation, or other action as required. Should you choose to contest the Customer claims then you must provide adequate evidence to substantiate your position. Evidence can take the form of the work request text, photos, and videos. The onus of proof shall lie upon you to demonstrate that you have carried out the required services as reasonably possible, and to the required workmanship and material quality, and to all relevant safety and professional standards.

Upon receiving a complaint, Hulool shall have cause to withhold checking charges and purchase order payments until resolution of the complaint or conclusion of the investigations.

11.2 Supplier Complaints

You must make every effort to resolve any misunderstandings with the Customer prior to registering a complaint, with all due understanding that the Customer may not comprehend the technical basis of your service. After expending your own efforts, you may contact Hulool for assistance if a Customer is unresponsive or has prevented you from carrying out the requested duties. To consider your complaint, the following criteria must be met:

- (a) You must provide adequate evidence to substantiate your claim. Evidence can take the form of the work request text, photos, and videos. The onus of proof shall lie upon you to demonstrate the complaint.
- (b) The Customer must not be prevented from accepting your work due to reasons caused by you or by a cause beyond their control.
- (c) If the complaint concerns a purchase order, then the complaint will only be considered if the payment for that purchase order was done through Hulool online payment.
- (d) There are no legal or arbitration proceedings being carried out between any of the parties (Customer, Supplier, Hulool) in relation to the complaint or any other cause.

11.3 Basis of Investigations

Investigations shall take the form of either or all of (a) contacting you and the Customer to collect data and verify the circumstances of the dispute and (b) review of work request details, work request history and evidence presented.

Investigations will NOT involve site visits on the part of Hulool unless a either party (You or the Customer) specifically requests a site visit subject to payment of an investigation fee. The fee shall be decided by Hulool on a case-by-case basis.

**11.4 Basis of Resolution**

Resolution shall be sought on a case-by-case basis, and the preferred method is amicable resolution. Hulool may, at its discretion, expedite appropriate Customer / Supplier actions, response, rectification of defects or cancel the work request or purchase order as needed, with consideration of refunds and transfer of payments as needed. Conversely, if no shortcomings can be identified, then the complaint may be closed with full payment to you (the Supplier), if payment was done online (Subject to the terms and conditions set out in **Payments and Funds**).

11.5 Condition of Assistance for Complaints and Investigations

You acknowledge and agree that while Hulool shall do its part in reaching to an amicable solution to any dispute between you and the Customer, Hulool is not liable to release any amounts whatsoever to you until full resolution between you and the Customer. YOU FURTHER AGREE THAT YOU SHALL NOT TAKE ANY LEGAL ACTION OR RECOURSE AGAINST HULOOOL FOR ANY SUCH AMOUNTS WITHHELD, RELEASED TO YOU OR RETURNED TO THE CUSTOMER.



12.0 YOUR (SUPPLIER) RESPONSIBILITIES AND OBLIGATIONS

12.1 Non-Bypass of Agreement (Supplier)

It is a condition that you (the Supplier) and the customers represented in the application will NOT bypass the Hulool processes (See **Process Description & Service Level Agreement**); specifically, that you will not attempt to use Hulool to identify customers followed by contacting them directly while circumventing the work request process and evading the payment of checking charges through Hulool.

You agree that you will not contact customers sourced through the Hulool application, until and unless the Customer has completed the process of issuing a work request and has paid the Supplier's checking charges through Hulool's online payment channels.

You further agree that if a Customer contacts you to circumvent the work request process (evading the payment of checking charges through Hulool), then you will not entertain their requests unless and until the Customer completes the work request process through the application.

Failure to comply to the above criteria may result in termination of your account and the account of any culpable customer.

12.2 Supplier Employees

By using this app, you declare that your employees as assigned to the work requests are qualified and capable to perform their respective duties and have appropriate professional and / or vocational certification and licenses to perform the works. For services requiring professional licensing from local authorities (such as electricity authority, engineering authority, health authority, and others) it is a condition that you shall use only licensed employees for that service. Hulool will not be responsible to verify the credentials of your employees.

Failure to comply to any of the above criteria will be cause for a Customer complaint and for Hulool to cancel the work request and / or Purchase Order, subject to the terms and conditions stipulated in the **Complaints and Investigations** section.

12.3 Third Party Subcontracts

You may subcontract any of the services provided that ALL the below conditions are met:

- (a) You inform and obtain the Customer's consent for your intention to subcontract.
- (b) Subcontractors (and subcontractor employees) must be suitably qualified, capable and licensed to perform the subcontracted work.
- (c) Subcontractors shall be YOUR responsibility in all respects. Therefore, you will be held accountable for all works with respect to Hulool and the Customer. You may NOT transfer the accountability for the work onto either the subcontractor or the Customer, irrespective of whether the Customer has consented to the subcontract.
- (d) You are required to communicate solely with your Customer and with your subcontractor. The Customer is NOT required to have any direct communication or instruction to the subcontractor.
- (e) You are required to supervise the works of your team and subcontractors at all times, and to ensure work quality and timeliness, safety measures and housekeeping.



- (f) Hulool is not liable or required to deal with subcontractors in any proceedings.
- (g) You must ensure that your subcontractor abides by all relevant laws, regulations, safety guidelines, codes of practice.

Failure to comply to any of the above criteria will be cause for a Customer complaint and for Hulool to cancel the work request and / or Purchase Order, subject to the terms and conditions stipulated in the **Complaints and Investigations** section.

12.4 Legal compliance

You must comply with all country local laws, rules, regulations, codes of practice and standards pertaining to service delivery and safety.

12.5 Safety & Housekeeping

You must comply with all country local laws and best practices regarding safety and housekeeping. You must also ensure that the work area is kept clean during work and that you make good, remove all debris, and keep clean the work area before you leave the Customer premises.

Any breach of generally accepted safety standards shall be cause for a Customer complaint and for Hulool to cancel the work request and / or Purchase Order, subject to the terms and conditions stipulated in the **Complaints and Investigations** section.

12.6 Insurance

You must comply with all country local laws, rules, regulations, and standards pertaining to insurances specific to your specialization and as required by your commercial license, including (but not limited to) professional indemnity insurance, third-part liability insurances, contractors' all-risk insurance, transport & shipping insurances, others as required by your commercial license.

Hulool does not cover Customers or Suppliers with any insurance cover.

12.7 Responsiveness

If you receive a **Selected Supplier** work request, you must respond by either (a) acknowledgement of the request (acceptance), or (b) decline of the request (See **Process Description & Service Level Agreement**). Failure to respond in adequate time will trigger auto cancellation of the work request. You may be further investigated by Hulool for your actions and / or be subject to account suspension for failure to respond.

If the Customer accepts your bid for a **Broadcast request** and pays the checking charge, then you must respond and carry out the checking works. Failure to respond in adequate time may result in further investigations by Hulool into your actions and / or result in account suspension.

12.8 Other Responsibilities

During your use of the services provided by the Hulool Supplier application, you (the Supplier) are responsible to ensure:

- (a) That all information provided – including company details and company contact numbers and all others – is accurate, current, and complete in all respects.



- (b) That you are adequately connected to a data network (a wireless-enabled device or cellular data enabled on your mobile), failing which the application may not function correctly. During sign-up you will also need an active mobile number with SMS capability for your one-time verification code.
- (c) That you are using compatible hardware necessary to access the services.
- (d) That you install the latest updates to the application.
- (e) All requests including texts, photos and attachments are free of any obscene material, offensive material, and the like.
- (f) Your request does not contain unlawful or unauthorized activities as specified in Prohibited Activities.
- (g) To accommodate the Customer situation as far as possible, in arranging suitable work timings, responding to customer calls, arranging a suitable time for checking, the completion of checks and services in due time, responding to Customer requests and acknowledgement of work requests in due time within the confines of the application, and doing all possible to support the Customer up to final completion.
- (h) That the application and associated payment methods are not being used by other parties such as unauthorized staff except with your permission. No claims or refunds shall be entertained for the use of the application by your staff.
- (i) Not to share or transfer your account to others.



13.0 LEGAL, GOVERNING LAW & ARBITRATION

13.1 Intellectual Property Rights

The **Hulool** and **Hulool Supplier** applications and all associated websites (including www.Consult-Pro.net and www.Hulool.net) are property of Consult Pro (Bahrain). The contents of the applications and websites, and the trademarks and logos are subject to copyright and intellectual property rights under the state of: The Kingdom of Bahrain and associated international conventions. "Contents" shall include, without limitation, all source codes, databases, functionality, process flow(s), software, user interfaces, functional designs, audio, video, text, photographs, graphics, logos, icons, buttons, scripts, service names and categories.

Infringement, copy, reproduction, modification, distribution, or otherwise unauthorized use of all such trademarks and content, in part or whole, shall be cause for legal action against violators.

The services offered by you and all other suppliers represented in the application(s), including all supplier offers and pricing shall be the exclusive rights of the respective suppliers.

13.2 Indemnity & Limitation of Liability

Hulool makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, availability or continuity of the products or services availed through the application, or the customers represented therein.

Hulool shall not be held responsible for any direct or indirect consequences associated with any force majeure events or malfunction beyond its control, and/or any direct or indirect consequences arising out of your (Supplier) actions, Customer actions, third-party Supplier / subcontractor works, actions, proceedings, reports, products, warranties, assurances, and guarantees associated with these services.

You acknowledge and agree to hold all risks arising out of your use of the application services, and your selection / acceptance of the Customer(s) represented in the application with you have connected with for the provision of your products and services. You agree to indemnify Hulool and / or its Principals (including its owning establishment, owners, officers, directors, employees, and agents) against any claims, demands, legal action, litigation, arbitration, recourse of any kind arising out of any perceived or real damages, lost profits, consequential losses, personal injury, property damage, equipment damage or losses of any kind, arising from or consequent to actions, shortcomings, delays and / or incomplete works attributed to, or in connection with (a) your use of the application's services, (b) the actions of the Customers represented in the application that you agreed to provide the services to, (c) the actions of your chosen third-party Suppliers, and (d) your breach or violation of any of these Terms and Conditions.

13.3 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of the country where the services are taking place.

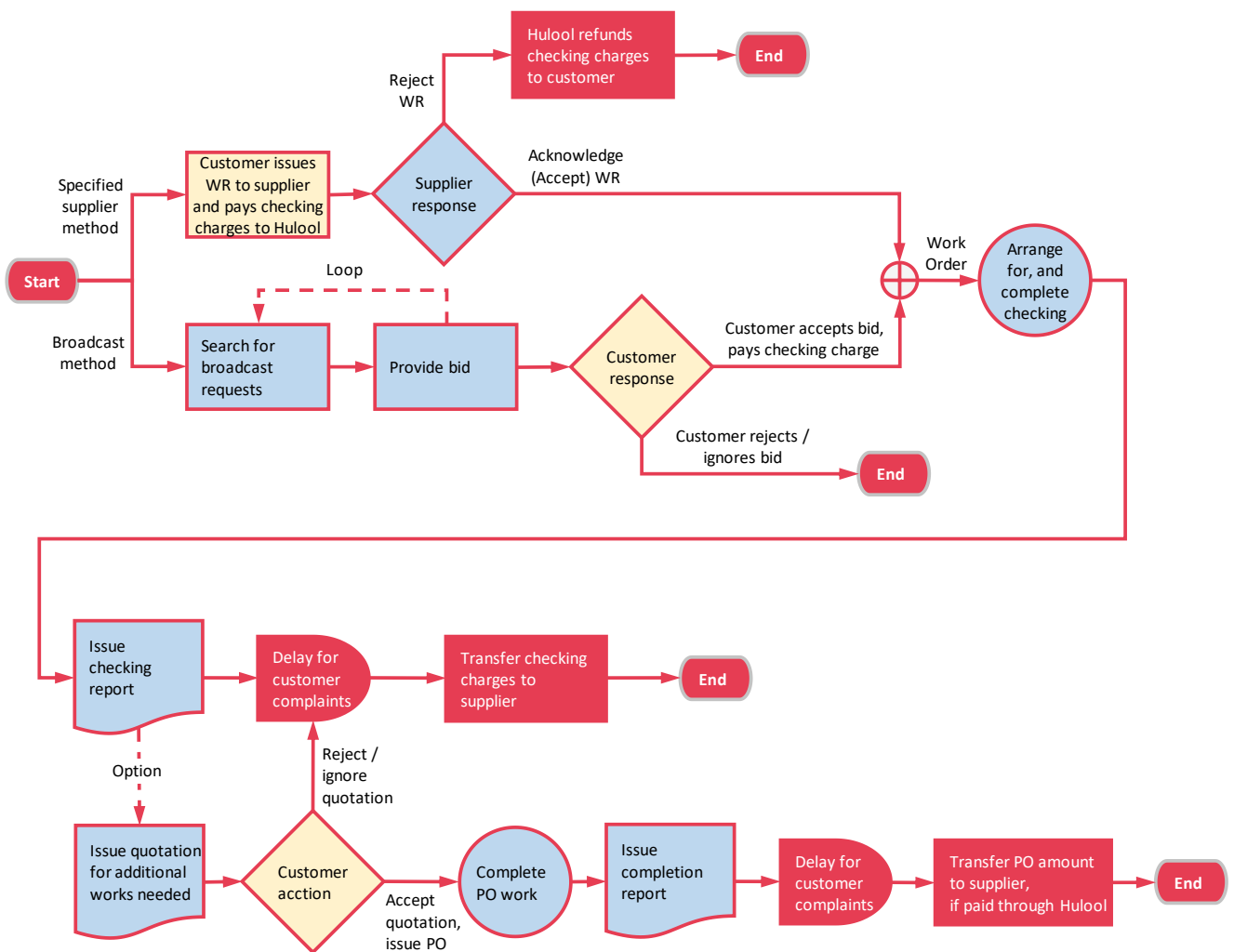
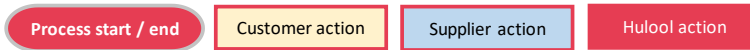


14.0 APPENDIX A: PROCESS FLOW (GUIDELINE ONLY)

Note:

- (1) The below process is for guidance purposes only. Actual workflow may include variations depending on customer and / or supplier selections.
- (2) The process is subject to copywrite and may not be copied or replicated without permission from Hulool.

Legend



**15.0 APPENDIX B: SCHEDULE OF RATES (Subject to Change)**

Note:

- (1) The below schedule of rates is valid at the date of the last update but is subject to revision at any time, with or without communication to Supplier.
- (2) The charges may not be copied or replicated without permission from Hulool.

Charges:

Item	Charges / Rates
App Download	Free
Supplier Registration	Free
Add Specialization	Free
Checking Charges:	
Hulool charges	Starting at BHD 2.400 per work request and reducing based on quantity of Supplier work
Supplier checking charge	To be specified by the Supplier
Payment gateway charges	2.0% of amount paid by credit card, or 1.5% of amount paid by debit card, deducted from Supplier Checking Charges and or Purchase Order amount.

Example1:A work request with checking charges = BHD 10, paid by **credit card**

Item	Calculation	Amount
Checking charges		10
Payment gateway charges	$2.0\% \times 10$	0.2
Hulool charges		2.400
Amount to supplier	$=10 - 0.200 - 2.400$	7.400

Example2:A purchase order with PO amount = BHD 30, paid by **debit card**

Item	Calculation	Amount
PO Amount		30
Payment gateway charges	$1.5\% \times 30$	0.45
Hulool charges:	Free	0.000
Amount to supplier	$=30 - 0.450$	29.550

**16.0 APPENDIX C: PARAMETERS (Subject to Change)**

Parameter	Value	Notes
Specified Supplier Acknowledgement Limit	36 hours from Customer issuing a specified supplier work request	Following lapse of this period with no supplier response, the work request will be automatically cancelled by Hulool.
Broadcast Bid Period	48 hours from Customer issuing a broadcast request or declining a previous bid	If no new bids are received after this period then the broadcast request will be cancelled by Hulool.
Checking Report Grace Period	7 calendar days from the Supplier issuing a checking report	Following lapse of this period, the supplier checking works and checking report is assumed to be accepted and the checking charges can be processed.
Quotation Validity	Date specified by the Supplier	A date specified by the Supplier in the app, for each quotation separately. Following this date the quotation status will become inactive (status: expired) and the Customer will no longer be able to accept it.
Days to Deactivate Rejected Quotation	15 calendar days from date Customer rejects a quotation	For quotations rejected by the Customer, or expired quotations (See above), following this period the quotation will become invisible to the Customer.
Work Completion Grace Period	21 calendar days from the Supplier issuing a work completion report	Following lapse of this period, the purchase order works are assumed to be accepted and the purchase order amounts can be processed.

Supplier Logo: Recommended size range 100x100 pixels to 300x300 pixels, square or near square.
Max size: 30 kB, format: jpeg, jpg, png.



17.0 APPENDIX D: CONTACTS (Subject to Change)

Consult Pro / Hulool Address

Consult Pro
Office 22, Bldg. 770, Road 1115, Tubli 711
Manama, Kingdom of Bahrain

Customer Service

Contact number: (+973) 17742002
Email: service@hulool.net

Supplier Service

Contact number: (+973) 17742002
Email: supplier@hulool.net

Accounts

Contact number: (+973) 17742002
Email: accounts@consult-pro.net