

## **Terms & Conditions**

### [Acceptance of Terms and Conditions](#)

These Terms as may be amended from time to time, apply to the use of our website and/or. By accessing, browsing and using our website and/or App, you acknowledge and agree to have read, understood and agreed to the Terms set out below which shall also include the privacy policy.

We will notify you by email and/or through a notification on the App in the event that we make a significant change to these Terms. You will be deemed to have accepted such change if you keep on using the website and/or app

### [Definitions](#)

“Account” means the account that each User must apply for to use the website and/or the App to access our waste management services.

“Booking” and/or “Order” means a booking made by a User for Services via any of our booking and/or ordering channels.

“Driver” means a driver who is assigned by Sultech Ltd to carry out the assigned task/s following a Booking / Order by a User / Customer / Client. This definition shall extend to any operator whose employees or authorized personnel may legally carry out Services assigned by Sultech Ltd.

“Sultech Services” means the services that Sultech provides, including but not limited to vehicle towing services, waste collection and any other services that may be purchased/acquired from our platform and/or Sultech App.

“Sultech App” means the smartphone and/or any portable device and/or any web application/s for Drivers and Customer/Clients to request/receive/offer Sultech Services. This includes both the Customer application and the driver’s application. The reference to the Sultech App shall also include the use of any other booking channel provided by Sultech which shall include but shall not be limited to phone bookings, walk-in office bookings and via email or other social media.

“Pick-Up / Collection Address” means the address stated by the Customer at the time of making the Booking as the address from which the Sultech through its operators and assigned Vehicles to offer and to do anything connected or ancillary to the performance of any Sultech Service.

“Client(s) / Customer(s) “you”, “your” or “yours” means the customer using or booking a any Service through our Sultech App or any other channel.

“Payment” means the fee a Customer is obliged to pay Sultech for provision of the any Services which shall be inclusive of VAT if applicable and/or any other applicable tax due as determined by us from time to time which includes payment for the Sultech Service.

“Payment Method System” means cards, carrier billing and other payment methods used by the Customer using the Sultech App to pay for any Service which includes our Sultech Service/s.

“Platform” means the technology assisting a Customer assist them to file a booking/order for any Sultech Service/s and from their location of their choice (if applicable).

“Potential Customer” means a customer who has not made use of Sultech services yet.

“Scheme Members” are members of Sultech Services.

“Sultech” means Sultech Limited a private limited liability company, registered in Malta (Company Registration Number C100455), whose registered office is situated at GGX803, New Street off Jean de La Vallette Street, Xewkija (Gozo), Malta (the ‘Company’). Throughout these Terms any reference to the terms ‘us’, ‘we’ or ‘our’ will be a reference to the Sultech Ltd.

“Terms” means these terms and conditions.

“Trip” means a Voyage offered by the Vehicle assigned by Sultech for the provision of the Sultech Services and/or anything connected or ancillary to, which may include the starting point up to the final destination.

“User/s” means anyone who downloads the Sultech App / visits the Sultech website.

“Vehicle” means a Vehicle used to carry out and/or to do anything connected or ancillary to any of the Sultech Services.

“Waiting Time Charge” means a charge for the excessive time spent by the Driver waiting for the Customer to give access to Sultech / Sultech employees / Vehicles assigned by Sultech for the provision and/or delivery of any of the Sultech Services.

### Disclaimer

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-transferable right to access and use the Sultech App on your personal device solely in accordance with these Terms, the privacy policy and the applicable app-store terms. You may not transfer or assign this right to use the Sultech App.

### Use of the Service

In order to use the Sultech Services, you are to register for and keep an active Account. It is necessary that you be at least 18 years of age to obtain an Account. We require you to provide us with certain personal information, such as your name, address, mobile phone number and age. This information is to be kept accurate, complete and up-to-date in your Account. Unless you do so, you might be unable to access or use and purchase any Sultech Services.

Unless permitted by us, you may only possess one Account.

You agree to comply with all applicable laws when accessing or using our platform and/or acquiring any Sultech Services and you may only access or use the platform for lawful purposes.

We may contact you by email or push notification, phone, text messages at any of the phone numbers provided by you or on your behalf in connection with an Sultech account.

### Payment

You will be charged for making use of the Sultech Service. The charges will be all inclusive of VAT where applicable. However, in certain circumstances it may be the case that a limited number of services are covered by an agreement / membership with third party entities.

Therefore, where Sultech Services are offered against payment to Sultech this will be clearly outlined before booking an order and/or acquiring / purchasing any of Sultech Services. In such case, payments may effected through the use of pre-paid credits which are purchased through the web application. Such credits are then exchanged for Sultech Services. Sultech retains the full discretion to determine for which services it shall accept pre-paid credits.

Where pre-paid credits are accepted and/or mandatory, the value of the order for Sultech Services cannot exceed the amount of credits available. However, more credits can be topped up whenever required.

When in your order you stipulate a specific number of, for instance a number of waste bags to be collected, you assume full responsibility for such number. Thus, in the eventuality that a booking is made for a pickup of a number of bags/bins and at the time of pickup Sultech / the driver finds a different than the amount cited in the booking, Sultech reserves the right to deduct a number of credits equivalent to the extra bags/bins or refund credits equivalent to the extra bags/bins. In some cases, this might lead to a situation where the number of credits attached to the account goes below zero. Under such circumstances, no more orders can be placed until the situation is rectified and there is a positive number of credits. In the eventuality of a discrepancy in the number / amount you hereby agree that the amount charged by us is final and shall not be contested and you renounce to any contestation on the same amount.

You are to note that when making use of the payment gateway, there may be third-party payment costs. We are not responsible for such costs and disclaim all liability in this regard. Moreover, your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider.

Our responsibility is limited to the functioning of the payment gateway and we provide support in resolving problems. The resolution of disputes related to the in-App payment service also takes place through us. For payment support service please contact: [info@sultech.com.mt](mailto:info@sultech.com.mt). We will endeavor to reply to inquiries submitted by e-mail or through Sultech App within a reasonable time.

### [Ordering and cancelling any of Sultech Services](#)

An order for a Sultech Service/s is complete when you place an order and Sultech has agreed to undertake that order.

If you cancel an order, that is, if the Sultech has accepted your request and you subsequently, cancel such a service, then that request is deemed cancelled. You will only be

required to pay a penalty fee if the cancellation takes place after Sultech has commenced its provision of services to you in line with your order.

Unless otherwise stated in these terms and/or any other policies/notices issued by Sultech, the penalty fee shall be equal to the full payment made by Customer. It shall remain at our discretion whether to issue a refund at all.

Therefore, any cancellation of an order that takes place before Sultech commences its provision of services/s in line with your order, there shall be no penalty fee and you are entitled to a full refund (save any bank charges or other third party charges related to the same payment).

When Sultech notifies you about the arrival of the Vehicle to its destination and you / Customer, and if within fifteen minutes from arrival Sultech is unable to perform and/or fulfil an order due to reasons beyond Sultech's control, the order/request will also be deemed cancelled and the full penalty fee shall apply.

You are to note that sometimes Sultech may decide to cancel your request /order. You agree that we are not responsible for such situations and we will incur no liability whatsoever in respect thereof.

We reserve the right in our sole discretion to block your Account either temporarily or permanently in the event that you cancel Sultech Services frequently or in successive instances.

#### [Liability, Disclaimer and Indemnity](#)

Subject to the limitations set out in these Terms and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to a breach of our obligations in respect of any Sultech Services and the platform.

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Sultech App and its contents will be liable for

- (i) any consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim,
- (ii) any inaccuracy relating to the information concerning the Waste Collection Service provider as made available on our Sultech App,

- (iii) the Service rendered
- (iv) any direct, indirect or consequential damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Sultech App, or
- (v) any personal injury, death, property damage, or other direct, indirect or consequential damages, losses or costs suffered, incurred or paid by you, for any reason attributable to the Service provider or us, unless by reason of our gross negligence or willful misconduct.

We are not responsible and disclaim any liability for the use, availability, validity, quality, suitability, fitness and due disclosure of the Waste Collection Service and make no representations, warranties or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose.

Sultech App is provided on a “tate quale” basis and “as available” basis. We do not represent, warrant or guarantee that access to Sultech App will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them shortly. However, the functioning of the Sultech App may be restricted due to occasional technical errors and we are not able to guarantee that the Sultech App will function at all times.

Notwithstanding anything contained herein, our liability to you in respect of these Terms or howsoever otherwise arising in relation therewith shall be limited to one hundred Euro., which sum shall not be subject to any review, revision or abatement by any Court of Law, and the User and/or Customer hereby renounces to action against Sultech.

You agree to fully indemnify and hold us, our representatives, employees and directors harmless from any claims or losses including liabilities, damages, costs and expenses of any nature that they suffer as a result of your use of the Sultech App including the services you obtain through your use of the Sultech App.

We reserve the right to immediately end your use of the Sultech App if you breach these Terms or we consider it necessary to protect our integrity or the safety of team. This is without prejudice to any other remedy that we may have at law or in line with these Terms.

[Customer's good practice](#)

You are to pursue any matters arising concerning defects or quality of the Waste Collection Services with the Sultech. You may give us your feedback through the Sultech Platform and/or App.

You are expected to use the Sultech Apps in good faith. In the event that you violate these Terms or act maliciously, we reserve the right to close your Account without prior notice. This is without prejudice to any other remedy or right we have hereunder by law.

We will use our best endeavours to ensure that our employees/contractors/subcontractors are respectful towards Customer and provide a professional service.

#### [Our obligations as booking platform](#)

You agree that we shall collect, process and store your booking data as required by law. This shall include names and surnames, collection point, email address date and time, destination, geolocation and telephone/mobile numbers and any other information necessary for the carrying out of the service. All information is stored and processed in line with our privacy policy.

You agree that we shall share such information if required to by BCRS or any other relevant authority

You hereby agree to our Privacy Policy and confirm and hold Sultech harmless for any claims made for our handling of personal data of a Customer when booked by a User. When a User makes a booking on behalf of a Customer, Sultech shall assume consent for processing and storage of data of such Booking for which the User shall remain at all times responsible to such Customer.

#### [Termination and changes](#)

Sultech reserves the right to change, end or pause, in whole or in part, any terms and conditions.

#### [Final Provisions](#)

The Terms will be governed by and construed in all respects in accordance with the laws of Malta. Any dispute concerning the interpretation or enforcement of the Terms shall be subject to the exclusive jurisdiction of the Gozo Courts.

Nullity of one of the provisions or paragraphs thereof in these Terms shall not affect the applicability of the other provisions or other paragraphs. In such a situation, the null and void provisions or paragraphs thereof shall be replaced by new provisions or paragraphs, the contents, scope and objective of which correspond as far as possible with the old, null and void, provisions.