

## **TERMS OF USE (LEGAL)**

Last updated on the 7<sup>TH</sup> of August 2018.

### **1. Acceptance of Terms.**

These Terms of Use ("Terms") govern the access or use by you (the "User") from within any country in the world, of applications, websites, web portals, content, products, and services (the "Services") provided through the Weego application ("Weego") and made available by Weego Technologies Limited, a private limited liability company established in BVI, and its subsidiaries and affiliates (collectively, "Weego Technologies Limited"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to".

**1.1.** Weego provides a mobile app and web-based technology platform that connect individuals, businesses and shops, with Weego's team of couriers to render on-demand delivery services (the "Platform"). Through the Platform consumers may request that merchandise or items be delivered from particular home, business or shop locations.

**1.2.** Weego and the Services are provided to you subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using Weego, the Services or our website (the "Site"), you acknowledge that you have read, understood, and agree to be bound by this TOS. If you are entering into this TOS on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity (and its affiliates, as the case may be) to this TOS, in which case the terms "you" or "your" shall refer to such entity (and its affiliates, as the case may be). If you do not have such authority, or if you do not agree with this TOS, you must not accept this TOS and may not use Weego, the Services, or the Site.

**1.3.** We reserve the right, at our sole discretion, to change or modify portions of this TOS at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new TOS.

**1.4.** You are required to register with Weego in order to access and use certain features of the Services. Upon registering for the Services, you agree to provide

and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Services. In addition, if you are under 18 years old, you may use the Services only with the approval of your parent or guardian.

**1.5.** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree (a) immediately to notify Weego of any unauthorized use of your password or account or any other breach of security, and (b) to the extent that you should properly exit from an active session, to ensure that you exit from your account at the end of each such session when accessing the Services. Weego will not be liable for any loss or damage arising from your failure to comply with this section.

**1.6.** All calls done by an employee from Weego Technologies Limited including but not limited to: "call center agents, couriers and account managers", can be monitored and recorded for record-keeping, training and quality-assurance purposes. These recordings are the property of Weego Technologies Inc and will only be made available to a third party if so required by law. Your participation in a telephone conversation with any party mentioned above serves as express consent to be monitored or recorded.

**1.7.** In addition, when using the Services, you will be subject to any additional terms applicable that may be presented to you from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into this TOS.

**1.8.** Please make sure that your package is properly packaged and secured before handing it over. Weego does not provide packing material to secure your items.

## **2. Description of Services.**

The "Services" include (a) the Site, (b) Weego's delivery services, and (c) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Services shall also automatically become subject to this TOS.

## **3. Mobile Services:**

The Services include certain services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Weego and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Weego account information to ensure that your messages are not sent to the person that acquires your old number.

#### **4. General Conditions/ Access and Use of the Services.**

**4.1.** Subject to the terms and conditions of this TOS, you may access and use the Services only for lawful purposes. All rights, title and interest in and to the Services and its components will remain with and belong exclusively to Weego Technologies Limited. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise make the Services available to any third party, except as set forth in Section 10; (b) use the Services in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Services or its components or otherwise violates our AUP (as defined below), or (c) modify, adapt or hack the Services, or otherwise attempt to gain unauthorized access to the Services or its related systems or networks. You shall comply with any codes of conduct, policies or other notices Weego provides you or publishes in connection with the Services, and you shall promptly notify us if you learn of a security breach related to the Services.

**4.2.** You may not tender for delivery any of the following items including, but not limited to:

- People or animals of any size
- Illegal items

- Fragile items
- Currency
- Expensive or rare items
- Dangerous items (weapons, explosives, flammable, etc...)
- Stolen goods
- All kinds of alcohol beverages
- Any items for which you do not have permission to send

Weego reserves the right, at its absolute discretion, to refuse any goods, without having to provide any reason therefor. Weego will only transport items that weigh no more than 15 kilograms and/or that are not oversized considering that deliveries will be made via motorbikes. We may inspect your shipment at any time and may permit government authorities to carry out such inspections as they may consider appropriate. We may also photograph items in your shipment for our internal use in order to provide the Services. We reserve the right to reject or suspend the carriage of any prohibited items or that may constitute a risk to our equipment or employees or to those of our service providers.

**4.3.** Weego shall provide, exclusively to the benefit of merchants and restaurants, a cash collection service upon delivery up to \$100 (one hundred USD) per shipment. The beneficiary (merchant or restaurant), while placing the delivery order, must clearly indicate the exact amount to be collected in cash by our courier upon remitting the items at the delivery point.

**4.4.** In addition to (and without limiting the generality of) the other terms and conditions of this TOS, you hereby agree to comply with Weego's acceptable use policy ("AUP"), as described in this section. You will not use the Services to (or assist another person to):

- Upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vi) in our sole judgment, is objectionable or which restricts or inhibits any other person from using or

enjoying the Services, or which may expose Weego or its users to any harm or liability of any type;

- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or
- Violate any applicable local, state, national or international law, or any regulations having the force of law;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

**4.5.** Any software that may be made available by Weego in connection with the Services, including without limitation the bookmarklets or plug-ins, ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Weego hereby grants you a non-transferable, non-sub-licensable and non-exclusive right and license to use the object code of any Software solely in connection with the Services, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Services by any means other than through the interface that is provided by Weego for use in accessing the Services. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Weego or any third party is granted to you in connection with the Services.

**4.6.** You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "post(ing)") in connection with or relating to the Services ("Your Content"). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. Weego reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Services, you hereby do and shall grant Weego a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable and

transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Services and to improve Weego's products and services, subject to the terms and conditions of this TOS and our Privacy Policy. Weego has the right, but not the obligation, to monitor the Services, Content, or Your Content and to disclose Your Content if required to do so by law or in the good faith belief that such action is necessary (i) to comply with a legal obligation, (ii) to protect and defend the rights or property of Weego, (iii) to act in urgent circumstances to protect the personal safety of users of the Services or the public, or (iv) to protect against legal liability. You further agree that Weego may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

**4.7.** You understand that the operation of the Services, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Weego's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Services. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. Weego will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

**4.8.** You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, browsers, modems, hardware, servers, software, operating system, networking, web servers and internet service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Weego's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your account or the Equipment with or without your knowledge or consent.

**4.9.** The failure of Weego Technologies Limited to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a binding contract enforceable against you in accordance with its terms, even though it is electronic and is not physically signed by you, and it governs your

use of the Services and takes the place of any prior undertakings and commitments that you may have made.

**4.10.** Subject to the terms hereof, Weego may (but has no obligation to) provide technical support services, through email in accordance with our standard practice.

## **5. Payment.**

**5.1.** Certain features of the Service, including the placing of orders using the Service, may require you to pay fees. You will be charged a minimum fee each time you use the Service. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. Fees are calculated considering the shortest distance between pickup and delivery locations. All fees are in U.S. Dollars and are non-refundable. This no refund policy applies at all times regardless of your decision to terminate your usage, our decision to terminate your usage and any disruption caused to our Service for any reason whatsoever. Weego, at its sole discretion, may offer credits or refunds on a case-by-case basis. Weego may change the delivery or other fees for any feature of the Service, including by adding fees, on a going-forward basis at any time.

Weego will charge the payment method you specify at the time of purchase or as otherwise specified by you in your account information. Weego reserves the right to determine final prevailing pricing. Weego at its sole discretion, may 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. We may change the fees for the Service at any time as we deem necessary for our business.

**5.2.** You authorize Weego to charge all sums for orders that you make and services you select to the payment method specified in your account. Once your order is placed, you will be charged the final order total.

**5.3.** If payment for purchases on your account is delinquent, your account information may be sent to a collection agency / debt collector and you may be subject to a collection action, and payment of collection related fees and costs.

**5.4.** Your courier will wait up to 5 minutes once they arrive at the pickup or delivery locations.

If no one is present at the pickup location, your courier will leave and you will be charged the service base fare.

If no one is present at your delivery location, your courier will return your item to the pick up point and you will be charged, in addition to the full fare, a return fee.

**5.5.** If you cancel your Weego order you may be charged depending on what stage the order was in when you cancelled. If you cancel the order after the courier has arrived at the pick up location, you will be charged the service base fare. If you cancel the order after the pick up is completed and before the courier has arrived at the delivery point, the courier will return the item to the pick up location and you will be charged the full fare in addition to a return fee.

## **6. Representations and Warranties.**

You represent and warrant to Weego that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Weego to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Services, and Weego/l's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) you are eighteen (18) years of age or older, or you are thirteen (13) years of age and older and have obtained the consent of your parent or guardian to use the Services.

## **7. Termination.**

These Terms are effective until terminated by you or Weego as described below. Your rights under these Terms will terminate automatically without notice from Weego if you fail to comply with any of these Terms (including by violating any license restriction contained in these Terms). In addition, Weego may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate these Terms at any time by closing uninstalling the App, and ceasing use of the Service.

## **8. Disclaimer of Warranties.**

**8.1.** The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Weego or by third-party providers, or because of other causes beyond our reasonable control, but Weego shall use reasonable efforts to provide advance notice on the Site or by email of any scheduled service disruption. However, the services, including the site, software and content, and any server and network components are provided on an "as is" and "as available" basis without any warranties of any kind, and Weego expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that Weego does not warrant that the service or software will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the services or software, and no information, advice or services obtained by you from Weego or through the services shall create any warranty not expressly stated in this TOS.

**8.2.** Weego does not warrant, endorse, guarantee, or assume responsibility for any product or services delivered to you through the service, and Weego will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

## **9. Limitation of Liability.**

Weego will guarantee lost or damaged shipment up to \$100 (one hundred USD), except for restricted items for which no guarantee applies. **Our liability to you shall in no event exceed \$100 (one hundred USD).**

Except for loss or damage due to a courier's gross negligence or willful misconduct (for which the guarantee set forth above shall apply), you are fully responsible and liable for the items sent for delivery.

Weego shall never be liable for delivery delays.

In no event shall Weego 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, reputation,

use or other economic advantage) even if Weego and/or its licensors have been previously advised of the possibility of such damages.

Weego will not assess the quality, safety, or legality of the items provided by merchants or retailers on the platform, and you expressly waive and release Weego from any and all liability, claims or damages arising from or in any way related to merchants, retailers, and the items they provide. Weego will not be a party to disputes or negotiations of disputes, between you and any merchants or retailers. Responsibility for the decisions you make regarding services offered via the service (with all their implications) rests solely with you. In addition, we will not assess the suitability, legality or ability of any third parties and you expressly waive and release Weego from any and all liability, claims, causes of action, or damages arising from your use of the service, or in any way related to the third parties introduced to you by the service.

## **10. Indemnification.**

You shall defend, indemnify, and hold harmless Weego from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Services. Weego shall provide notice to you of any such claim, suit or demand. Weego reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Weego's defense of such matter.

## **11. Reimbursement.**

Weego always recommends that you have your own shipping insurance. However, subject to the terms below, **Weego will reimburse you for actual loss of or damage to any shipment while in Weego's Possession (as defined below) up to a maximum reimbursement of \$100 (one hundred USD) per shipment.** However, for clarity, any reimbursement hereunder may not exceed the total value of the original shipment. For purposes hereof, an item shall be deemed to be in "Weego's Possession" from the point Weego collects the item from you until the item reaches the end destination via one of our couriers. Any insurance must be purchased separately from an insurance provider. If a shipment is lost or damaged while in Weego's Possession, you may file a claim with Weego for reimbursement. All claims must be initiated within [10 days] of the delivery date by contacting us and we will provide more details on how to file a claim. An image or photograph of the damaged item may be required when filing a claim. If the recipient accepts

the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping cartons, and packing must be available to us for inspection. Written documentation (such as a receipt) supporting the amount of a claim will also be required. All supporting documentation must be submitted within 10 days of claim initiation (20 days of delivery date) of the mailing date.

## **12. Governing Law & Jurisdiction.**

These Terms are governed by the laws of British Virgin island.

If a lawsuit or court proceeding is permitted under these Terms, you and Weego agree to submit to the exclusive jurisdiction of the courts of British Virgin Island for the purpose of litigating any dispute.

## **13. Assignment.**

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be void.

## **14. Miscellaneous.**

If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable. Both parties agree that this TOS is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this TOS, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this TOS and you do not have any authority of any kind to bind Weego in any respect whatsoever. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this TOS will be in writing and will be deemed to have been duly given when received.