

GENERAL TERMS AND CONDITIONS (USAGE OF RIDERS APPLICATION)

1. INTRODUCTION

The Cuzoo application and website (“app” or “web” or “platform”) which includes the Cuzoo “User” App and Cuzoo “Riders” App is managed by Cuzoo Limited (referred to as “Cuzoo” or “the Company” or “We” or “Us”) a company duly incorporated under the Companies and Allied Matters Act 2020 (CAMA) of the Federal Republic of Nigeria (“the Territory”) and involved in courier and logistics services through the use of an online on – demand platform which connects the user who intends to deliver an item (“goods” or “consignment” or “package”) to any nearby courier agent or agency which has been properly vetted by the company and can adequately fulfil the user’s courier and logistics needs. Cuzoo also has courier agents who are available to meet the demands of our customers at any time.

The General Terms and Conditions (“T & C” or “Terms of Usage” or “Agreement”) applies to persons or companies who want to use the rider’s platform either as a business partner, Cuzoo employee or an independent courier (driver or rider) and shall be deemed parties under the Terms of Usage.

1. DEFINITIONS

“Business partner” refers to companies or SMEs involved in any kind of business which may require logistics or delivery services and uses Cuzoo as the primary means of bridging the gap between them and their customers.

“Independent Courier” includes any duly licensed driver or rider who uses the app as a courier agent. They are not our employees but utilizes the app to fulfil everyday delivery requests for a commission which shall be deducted from every successful delivery.

“Cuzoo Employee” refers to persons who are employed by the company to collect and deliver items for our customers. They shall be remunerated according to their contractual arrangement with the company.

“Customer” refers to the person(s) to whom courier and logistics services are provided by the courier agents. They are the primary users of the Cuzoo User app.

“Recipient” shall refer to the person(s) to whom the goods are delivered to or the destination of the item.

“Courier Agent, Driver or Rider” refers to the primary users of the app (used interchangeably with “user” or “you” or “yours”) and shall include anyone who uses the app to perform delivery services with a dispatch vehicle such as a car, motorbike, truck, bus or bicycle or any means of conveyance approved by the terms of usage or the company.

“Dispatch Vehicle or Vehicle” shall include any means of conveyance employed by the driver or rider and approved by the company which includes cars, trucks, motorcycles, bus, etc.

“Account” refers to the user’s customized page on the platform from which they can make changes, read notifications, and accept orders. It should not be confused with a bank account.

“Platform” shall refer to the Cuzoo app and website which is also called Cuzoo Riders App.

“Third Party” refers to any person or persons who are not parties under the Terms of Usage.

The Terms of Usage set forth the conditions or stipulations for the use of the Cuzoo Rider’s app and anyone who wants to provide courier or logistics services through the app shall abide by these terms and conditions in its entirety.

2. REGISTRATION AND ACCOUNT

- a. The user must register on the app before access shall be granted for use of the platform.
- b. To register as a driver or rider, the user must provide the following:
 - A valid government approved identity card (International Passport, National Identity Card or NIN, or Voting Card)
 - A Driver’s License or Rider’s approved permit.
 - A duly filled and signed guarantors form (which shall be downloaded on the Cuzoo platform).

- Proof of address (utility bills such as water bill, electricity bill, etc.)
- A recent passport photograph of the user.
- c. If the documents are valid, the user shall be approved to continue registration.
- d. The user must provide a valid email address, a phone number, house address and fill in the accurate details of the user's guarantor.
- e. Every user shall be interviewed and screened in person before gaining full access to the platform or be assigned customers for courier services.
- f. Every user must ensure that the details provided on the app are accurate as any details which are inaccurate may lead to your application being dismissed.
- g. Cuzoo reserves the right to suspend the account of any user or deny access to the app if there are disparities or conflicting information between their profiles and the documents provided during screening process.

3. USING THE CUZOO RIDER'S APPLICATION

- a. The app is divided into FIVE (5) parts to give the user clarity and efficiency.
 - The first part shows the geo – location of the customer which is powered by Google maps. This helps the driver or rider to easily navigate to the customers location and collect the package for delivery. The app also gives access to the identity of the customer and the recipient of the consignment for delivery.
 - There is an option for the driver or rider to either be online or offline. A user who is offline shall not be assigned orders or any courier service as Cuzoo would be unable to detect the presence of the user in the vicinity.
 - The second part enumerates the orders received by the user. You can glean the history of orders received, performed and in-coming orders.
 - The third part focuses on payment of the user for services performed through the app. Here the user is paid in accordance with the work completed and commission for usage of the app shall be deducted before the user can make withdrawals from the account.
 - Every payment shall be transferred as soon as the goods get to the destination EXCEPT where the contract between the courier agent and Cuzoo states otherwise.
 - The fourth part deals with notifications where Cuzoo shall send relevant notices or messages to the riders concerning their orders, app updates or the status of their contract with Cuzoo.
 - The user's account affords the user the opportunity to edit their contact information and the settings of the app in consonance with their preferences.
- b. The app shall be used to:
 - Accept orders from customers
 - Locate the customer and accept the item for delivery
 - Find the recipient of the item and deliver the goods
 - Edit their personal information in the event of any changes to such information
 - Receive payment for services rendered
 - Read any updates or notifications made available to users of the app
- c. The User is precluded from doing the following on the app:
 - Hack or tamper with the platform.
 - Test the vulnerability of the platform without permission.
 - Decipher or decrypt any messages sent to or from the platform.
 - Carry out any data mining, data extraction or data harvesting or conduct any automated data collection activities without our express consent.
 - Use the platform to store, copy, host or transmit any material which consists of or is linked to any computer virus, spyware or any computer or mobile malware.

- Use the platform in any way that is unethical, illegal, fraudulent, harmful or in connection with any activity that is unethical, illegal, fraudulent, or harmful.
 - Perform any action on the platform that may cause or is likely to cause damage to the efficiency, integrity, accessibility, availability, or security of the platform.
 - Conduct any activity that is incongruous with the normal use of the platform.
- d. Furthermore, you shall not download any material which is provided on the app for your perusal EXCEPT the app allows for such download.
 - e. Nothing in subsection (d) shall deter the right of a customer to advertise the platform either by word of mouth or by distributing our advertisement materials.
 - f. Cuzoo reserves the right to suspend or restrict access to the platform or any area thereof during a period of maintenance or to update any part of the platform. Users shall be apprised of any such development during the period except it is unavoidably expedient to undertake maintenance without giving notice thereof.
 - g. Pursuant to subsection (f), you shall not attempt to override, bypass, or circumvent any restriction put on the platform for the purpose(s) of gaining access during a period of such proscription from use of the platform.

4. COURIER TERMS AND OBLIGATIONS

- a. Users are obliged to accept all orders that they receive on the app whenever they are online. Offline users shall not receive orders.
- b. Orders shall be received as app alerts or notifications.
- c. The order(s) shall include particulars of the customer and the recipient including photo identification when same is available.
- d. Where the customer has made a note of the description of the item, it shall be included in the notification, so the user is aware of the kind of goods to be conveyed.
- e. The user is obliged to call or send a message to the customer to inform the customer of the order and be clarified on the location of the customer and the nature of the goods.
- f. The user is under no obligation to assist the customer in haulage of the goods to the vehicle or repackage the item for the user.
- g. The user must ensure that the customer making the order is identical to the customer's profile on the app before accepting the goods from the customer.
- h. Users must accept payment from the customer whether in cash or through the app (the notifications part shall state if the customer had paid on the app) before conveying the goods.
- i. The user must not be directed to or accept to receive payment from the recipient or entice the customer or recipient for monies other than the amount for delivery.
- j. Users shall ensure the goods to be conveyed are not contraband goods, legal tender, perishable goods, toxic, flammable, radioactive items or arms and ammunitions or goods deemed illegal by the laws of the country.
- k. Users have the right to reject goods if they are improperly wrapped, damaged or does not fit the description on the app. However, they are not allowed to reject an order due to the distance to the customer's location or because the goods were not described on the app.
- l. Users are obliged to treat customers and recipients with professional decorum and politeness even when provoked and shall not under any circumstances engage in a fracas or argument or fight with customers or recipients.
- m. Users are encouraged to leave the location or vicinity of any customer or recipient who provokes them or behaves in a manner likely to cause or lead to such provocation.
- n. Drivers/riders must keep their vehicles in good condition to prevent any mishaps or accidents caused by vehicular malfunction. They must minimize any foreseeable risks and endeavor to repair any issues fraught with their vehicle.

- o. Users must handle the customers goods with utmost care and shall be personally liable for any damage to goods caused by their negligence or recklessness enroute to the recipient.

5. PAYMENT

- a. The remuneration for independent courier agents is based on the amount of work completed in a day.
- b. The user must include bank account details on the app for the purposes of fast and secure remuneration.
- c. Where a customer pays through the app, the user shall be notified of such payment and the payment due shall be automatically transferred to their bank account.
- d. For Independent courier riders or drivers, Cuzoo shall deduct a 20% commission on every successful delivery made through the platform.
- e. Business partners (firms and companies) shall be charged a commission of 15% on every successful delivery. Commission shall be deducted before payment is made to the user.
- f. Where the customer makes cash payment, the user shall ensure that payment of the commission is made to the company within FORTY-EIGHT (48) hours of the transaction either to the Cuzoo home office or through a transfer to the bank account of the company.
- g. Failure to remit the agreed commission to the company shall lead to the account of the User being suspended and all services shall be unavailable to the user for the period of such default in payment.
- h. Cuzoo employees shall be remunerated in accordance with the terms of their employment contract with the company and shall endeavor to remit all payments received from the customers directly to the company.
- i. We shall not fail to discipline any user who flouts the terms of payment or hesitate to use all legal measures available to us to coerce compliance with the terms of usage.

6. CUZOO OBLIGATIONS TO USERS

- a. As a courier and logistics company, Cuzoo shall endeavor to meet the following obligations:
 - Ensure that the app is always updated with the best courier and logistics features to keep our platform user friendly and efficient.
 - Perform due diligence on our users and customers to protect all parties involved in the transaction to a reasonable extent.
 - Perform every governmental obligation such as being fully licensed and insured to prevent any legal risks to users of the app.
 - Observe the transaction process from the point of collection to the end of the transaction i.e., delivery to the recipient.
 - Process payment of users expeditiously as soon as delivery is completed.
 - Deal with any user's complaints and resolve all disputes timeously.
 - Ensure the app is easily accessible and available to our users.
- b. Notwithstanding the provision in (a), Cuzoo shall not be responsible for any loss or damage caused by the user while conveying the goods or for any damage caused by an act of God such as rain, flood, or storm etc. while the goods are on transit to the recipient.
- c. We do not warrant or represent that the platform shall always be up to date or shall operate without fault or that any of the package or materials on the platform shall always be available to our users.
- d. We do not guarantee that there shall always be courier demands or customers for our users.
- e. Cuzoo reserves the right to discontinue or modify any of the service packages on the platform or to close the platform and end all services at our sole discretion without notice or explanation.
- f. You agree and understand that:
 - You are not a party to the contract between the customer and recipient.
 - You shall not enter any contract with the customer or any third party for any other services during the delivery process.

- You shall not use the Cuzoo logo or brand to further your own interests.
- Cuzoo shall not mediate any dispute between you and third parties or participate in any dispute arising from deviation of your duties to the company.

7. OWNERSHIP AND TRANSFER

- a. We own the copyright, trademarks and other intellectual property rights of the platform which includes the app, web, all materials therein, documents including this T&C and all programs, algorithm, codes, designs, and other materials within the platform which are hereby reserved as our exclusive property.
- b. No user or third party shall be granted any interest, right or license in our intellectual property SAVE for the right to use the platform in accordance with the T&C.
- c. Cuzoo's registered and unregistered trademarks and logos are our exclusive property and we do not authorize the use of any of our rights and any use thereof is an infringement to our rights which shall be deemed a breach of the T&C.
- d. The rights in the goods to be delivered through the platform is vested in the customer. We do not claim to have any right to the goods or have license to deal with them the way we want EXCEPT to keep them safe to a reasonable extent and deliver them to the recipient.
- e. The Terms of Usage is a contract between Cuzoo and you and it is not intended to benefit or be enforceable by a third party.
- f. You agree not to transfer, subcontract, assign or otherwise deal with any rights or benefits in the Agreement for the benefit of a third party.

8. EXCLUSION OF LIABILITY

- a. The extent of our liability is limited to and shall not exceed the amount paid or is payable to us for any service package on our platform from which the liability arose.
- b. There shall be no liability arising from any service rendered free of charge.
- c. We shall not be liable for:
 - Any loss arising from the disruption of services on the platform or any other dysfunction arising therefrom.
 - Any loss of business opportunities or loss of profits or customers because of delay in accepting pickups and making prompt deliveries.
 - Any loss arising because of loss of data, hack of our system or corrupted file, database, or software or any damage arising from an act of God (force majeure).
 - Losses or damage to your vehicle arising from any event or events beyond our reasonable control.
- d. Any third-party links or hyperlinks to other applications website or social media platform which are on our platform for mere advertising purposes are not our product or services as we do not exercise control over any third-party platforms and shall not accept any liability that arises therefrom.
- e. Nothing in this section shall limit any liabilities which arises from any prevalent rule of law or shall exclude any rights or liabilities under any applicable law.

9. FORCE MAJEURE (ACT OF GOD)

- a. The acts that constitute force majeure (act of God) under the Terms of Usage are floods, earthquake, perils of the air, network (internet) outage, pandemics, acts of war or civil unrest, strike actions and protests, adverse state actions like road closures or any accident which was not caused by our or our employees or agent's recklessness or negligence.
- b. Notwithstanding any clause in the Terms of Usage, we shall not be liable for inability of our user(s) to access the platform or failure to deliver on our obligations to you or for any loss or damage to the platform which may occur due to the challenges imposed by an act of God.

- c. We shall give notice of any failure to fulfil our obligations due to an act of God to our user(s) immediately it occurs, stating the reasons for the delay in optimal functionality of the Cuzoo platform and when the platform shall be ready for use.

10. BREACH OF GENERAL TERMS AND CONDITIONS

- a. Noncompliance with any of these provisions shall constitute a breach of the Terms of Usage and you shall be liable for any damage caused to the platform or our services because of your breach.
- b. If you have breached or there is reason to suspect you have breached any of the provisions of the Terms of Usage, we shall immediately suspend your account on our platform. Any attempt to reactivate your account or bypass our restrictive measures during such period shall lead to a permanent deletion of your account.
- c. Where the breach is of a more serious nature, your account shall be deleted permanently. We shall block computers using your IP address and contact internet service providers to block your access to our platform.
- d. You shall indemnify us for any loss arising from your default or loss of business which occurred because of your breach.
- e. Any failure to fully indemnify us for your breach shall result in the commencement of legal proceedings against you for breach of contract or otherwise.
- f. Where a breach is a criminal offence or violates any criminal legislation or government policy, Cuzoo shall report the breach to the relevant authorities for prosecution of the perpetrator of the offence.

11. INDEMNITY

You shall fully indemnify or ensure Cuzoo is indemnified for any loss of business, expenses, liabilities, injuries, losses, damages, demands, proceedings or legal costs and judgments which the company may suffer because of the default or breach of the Terms of Usage or arising from any act or omission, negligent or otherwise, by you in the performance of your obligations under the Terms of Usage.

12. JURISDICTION

- a. The Terms of Usage is a legally binding document which is under the aegis of the prevalent laws in the territory and any applicable rule of international law in relation to contract and shall be enforceable by any court of competent jurisdiction in the country.
- b. Any dispute arising from the Terms of Usage shall be determined in accordance with the prevalent laws of the territory.

13. SEVERABILITY

Where any part of the Terms of Usage is deemed by any applicable law in Nigeria or by a court of competent jurisdiction to be unconstitutional, null and void, the part shall be severed from the provisions of the Agreement while the remaining parts shall continue to be in effect.

14. HEADINGS

All headings included in the Terms of Usage are for clarity purposes and are not intended to be used in the interpretation of the T&C or any part thereof.

15. REVISION

Cuzoo shall revise these general terms, our codes, policies, and guidelines regularly to ensure we are always operating in tandem with contractual best practices. All updates shall be effective from the date of publication on the platform.