

## **GENERAL TERMS AND CONDITIONS OF USAGE**

### **1. INTRODUCTION**

Cuzoo Limited ("Cuzoo" or "We") is an incorporated company which operates the online courier / logistics application and website referred to as Cuzoo ("app / web" or "platform") which features include a collection ("pick up"), delivery and express delivery packages for our customers with an e-wallet for customers to pay for services online and an estimated time of delivery to adequately track the time when the goods ("parcels" or "items" or "consignment") have been delivered to the recipient. Cuzoo's services are intended to create a worthwhile platform for easy, speedy and efficient logistics services to assist customers in finding the best courier / logistics services ("our partners") to deliver their parcels for cost effective prices.

The General Terms and Conditions ("Terms of Use" or "Agreement" or "T&C") shall apply to all customers, courier / dispatch riders and partners ("you" or "user") who intend to use Cuzoo either to deliver their goods ("parcels" or "consignment" or "items") or join us as service providers to foster expeditious logistics services and shall govern the use of the platform and related services. By using the platform, you unequivocally accept these general terms and conditions in full. Any disagreement with these terms and conditions or any part thereof inadvertently disallows you from using the platform.

The use of the platform connotes the following:

- Confirms that you are of the legal age to use and understand the terms and conditions stipulated herein.
- Confirms that it shall be your responsibility to review the Terms of Use and any modification thereof and whether reviewed by you or not, shall continue to be legally binding in all ramifications.
- Confirms that you accept the general terms and conditions without reservations, and they constitute a legal agreement between Cuzoo and you.
- Confirms that you are bound to all legal repercussions of breaching any term or condition of usage and any remedy thereof.
- Confirms that "you" used in this context refers to the user or anyone who uses the app or web with your username or any company or legal entity you represent unless the context expresses otherwise.

### **2. REGISTRATION AND ACCOUNT**

- a. To access the packages on the app or web, you shall be required to register. You are ineligible for registration if you are below the age of maturity.
- b. To register, you shall complete our registration form which shall require your full name, address, email address and phone number. You represent and warrant that any information given is complete, true and accurate.
- c. Every user shall be required to have a passcode in order to access the app. You understand and agree that:
  - You shall keep your passcode private and confidential.
  - You shall notify us of any disclosure of your password or inability to use the passcode to log in.
  - You are responsible for any misuse or disclosure of your passcode or failure to keep it confidential and you shall be held liable for any losses arising from such failure.
- d. You shall have exclusive use of your account and you shall not transfer your account to a third party. Any authorisation for a third party to use your account shall be done at your own risk.

- e. We may suspend or cancel your account at anytime without prior notice and at our own discretion PROVIDED THAT were there is any existing delivery order on the account for which you have paid for, we shall reimburse the funds in respect of the order.
- f. You may cancel your account at anytime on the platform by contacting us or following the procedure outlined on the platform.

### **3. TERMS AND CONDITIONS OF DELIVERY**

- a. You acknowledge and agree that:
  - Cuzoo has no affiliation and is not a party to the transaction between you and the recipient of the goods you intend to have delivered except to ensure safe and speedy delivery of the goods to the recipient.
  - The cost for delivery shall always be fully paid before delivery.
  - You shall endeavour to choose the service package which is convenient for your logistics demands and have no doubts as to what it entails.
- b. Subject to these terms and conditions, the platform is available for customers who intend to deliver a parcel to a third party and their contract shall guide the terms of their transaction between them and any third party. However, Cuzoo shall ensure safe delivery of goods and parcels under the following terms and conditions:
  - The goods shall be specified and adequately described on the platform.
  - The goods shall be packaged securely and shall not contain unsafe, illegal or any extra item not listed on the platform.
  - That the goods shall not be extremely fragile and where they are fragile or likely to wear and tear on transit, it shall be stated as such on the platform.
  - That the place of pickup is safe and secure, and the courier or dispatch rider shall have no hurdles in finding the place and conveying the goods.
  - That the location of the recipient is delineable, easy to access and safe.
  - That the customer and not the recipient shall bear the cost of the services provided on the platform.
  - That the goods described for delivery are the property or product of the customer and they are not subject to any encumbrance, third party rights or restrictions such as third-party intellectual property rights or any criminal, insolvency or tax investigations or proceedings in court.
- c. All items shall be accepted at the point of collection or pick up as described on the platform and the courier/dispatch rider shall not go to any other location to accept the goods for delivery.
- d. The courier/dispatch rider reserves the right to reject goods which are not specified as part of the items for delivery or weigh beyond what was expected.
- e. Contraband items, perishable goods, livestock, arms and ammunitions, corrosives, gasses or other flammable, radioactive, toxic and explosive materials or any item which we determine to be illegal in accordance with the laws of the land shall be rejected and the customer shall be reported to relevant authorities were the items are deemed to be illegal.
- f. Legal tender like cash or cheques or any form of document used for payment shall not be accepted for delivery EXCEPT the legal tender is meant to pay the courier/dispatch rider.
- g. You shall be cautious when wrapping your items to minimise risk of damage to the items or the courier/dispatch rider.
- h. If the item to be delivered is already damaged, the courier/dispatch rider reserves the right to reject the goods.
- i. An order for delivery can be cancelled anytime before the item is picked up.

#### **4. PAYMENT**

- a. Payment shall occur in three methods:
  - By funding your platform wallet. The wallet shows how much you have in your Cuzoo account and what you have used for deliveries. The wallet can be funded through bank transfer or other sorts of NIP payment supported on the platform.
  - Card payment for users who do not intend to fund their account. The platform supports VISA, MASTERCARD and VERVE cards.
  - Cash on pickup from the customer who is sending goods to the recipient.
- b. Customers must endeavour to choose their preferred mode of payment before completing their delivery order.
- c. Payment shall be done on the PAYMENT page except cash on pick up.
- d. Customers must confirm their payment receipt before closing the PAYMENT page to ensure the payment was successful.
- e. An email or SMS shall be sent to the customer on successful completion of online payment.
- f. Customers must never direct the courier/dispatch rider to collect cash on delivery from the recipient.
- g. Payment shall take into consideration all prevalent tax legislations. You understand and agree that the Terms of Use is subject to all statutory taxes, levies, charges, dues and costs as may be in force in Nigeria and you shall indemnify us for any liability we incur as a result of any failure to pay, declare or register to pay any relevant taxes due in any jurisdiction on your consignment.

#### **5. RETURNS AND REFUND**

- a. The goods for delivery shall be returned to the customer when:
  - The location for the delivery does not exist.
  - The location was incorrect, and the recipient cannot be found.
  - The recipient was unavailable for receipt of the items after three (3) unsuccessful attempts have been made to deliver the goods.
- b. Refunds shall be at our discretion in accordance with the prevalent laws of the country and we shall consider the following factors when processing a refund:
  - The distance from the point of conveyance to the recipient.
  - The accuracy of the description of the recipient's address.
  - The number of times which the courier/dispatch rider attempted to deliver the goods.
  - The type of package i.e., express delivery or normal delivery.
  - The type of payment method.

#### **6. USING THE PLATFORM (CUZOO MOBILE APP AND WEB)**

- a. You may only use the platform for:
  - Placing orders for delivery.
  - Making payment for delivery.
  - Tracking your delivery order from point of collection to the desired destination.
  - Updating your online profile including changing your username and password.
  - Stream any media content or read any newsletter, T&C updates or any material placed on the platform for information purposes.
  - Any other purpose which is reasonably expected to occur while making an order for logistics services subject to other provisions of the Terms of Use.
- b. You shall not download any content from the platform or save any material to your mobile phone or computer except authorised by us.

- c. You shall use the platform for the purposes stated in subsection (a) for courier and logistics services only.
- d. You shall not edit or modify any content on the platform except as authorised by us.
- e. You shall not:
  - Republish or redistribute any material or content found on the platform.
  - Sell, lease or claim any material from the platform.
  - Exploit any material from the platform for commercial purposes.
- f. Nothing in subsection (f) shall deter the right of a customer to advertise the platform either by word of mouth or by distributing our advertisement materials.
- g. 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.
- h. Pursuant to subsection (g), you shall not attempt to override, bypass or circumvent any restriction put on the platform in order to gain access during a period of such proscription from use of the platform.
- i. Subject to the provisions of the Terms of Use, you shall not:
  - 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 anyway 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.

## **7. CUZOO'S ROLE AND RESPONSIBILITY**

- a. As a courier and logistics services provider, we shall undertake the following obligations:
  - Ensure that the platform is always accessible and available for use and keep customers apprised of any changes, maintenance times and restrictions on the platform.
  - Carry out due diligence on every courier/dispatch rider to a reasonable extent to ensure that the customer deals with honest and diligent service providers.
  - Observe the progress of every delivery process from the point of collection or pick up to the desired destination. This is to enable us to inform you of any changes to the delivery process or any other relevant update.
  - Keep the goods safe in transit until the delivery is completed. Our obligation to the goods ends when the recipient receives same except there is need for a return.
  - Process every return and refund expeditiously.
  - Cater to customers complaints promptly. You shall have access to our customer care line within working days except as otherwise provided in any part of the Terms of Use.
  - Any other service which would facilitate optimal performance of the platform.
- b. Notwithstanding the provisions in subsection (a), Cuzoo shall not be responsible for any damage caused to goods in transit which was not secured or packaged adequately by the customer or any other damage which occurs as a result of rain, floods or any act of God (force majeure) during delivery.

- c. Cuzoo shall not provide aid in transporting your goods to the point of collection stated on the platform or help to haul the goods to the conveying vehicle or provide any security agent to guard the goods to the point of delivery.
- d. You acknowledge and agree that:
  - We are not agents for any buyer or seller.
  - We are not a party to the transaction between you and the recipient.
  - We are not responsible for the enforcement of any contractual obligation between you and the recipient or any liabilities arising therefrom.
  - We have no obligation to mediate in any dispute arising from your transaction with the recipient.
  - We shall not monitor the transaction between you and the recipient.
- e. 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 packages or materials on the platform shall always be available to our customers.
- f. We do not guarantee that logistics services shall always be successful.
- g. We reserve our right to reject items for delivery from you if they are damaged, extremely fragile, improperly wrapped, prohibited, illegal or does not fit the description of the goods described on the platform.
- h. 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.

## **8. 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 customer or third party shall be granted any interest, right or license in our intellectual property except for 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 authorise the use of any of our rights and any use thereof is an infringement to our rights which shall culminate in a breach of the T&C.
- d. The rights in the goods to be delivered through the platform is inured in the customer and 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 Use is a contract between Cuzoo and you and it is not intended to benefit or be enforceable by a third party. 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.

## **9. LIMITATION / 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 clients as a result of delay in accepting pickups and making prompt deliveries.
  - Any loss arising as a result of loss of data, hack of our system or corrupted file, database or software.

- Losses or damage to your consignment 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 from the use of them.
- e. As a limited liability company, you shall not bring any legal action against any of our employees or courier/dispatch rider in the course of their duties without our knowledge unless such action was independent of their employment obligations.
- f. 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.

## **10. BREACH OF GENERAL TERMS AND CONDITIONS**

- a. Noncompliance with any of these provisions shall constitute a breach of the Terms of Use and you shall be liable for any damage caused to the platform or our services as a result 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 Use, 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 and the loss of business which occurred as a result of your breach.
- e. Any failure to fully indemnify us for your breach shall result in the commencement of legal action against you in any competent court of law for breach of contract or otherwise.
- f. Where a breach is a criminal offence or violates any legislation or government policy, Cuzoo shall report the breach to the relevant authorities for prosecution of the perpetrator of the offence.

## **11. JURISDICTION**

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

## **12. SEVERABILITY**

Where any part of the Terms of Use 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.

## **13. 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 and all updates shall be effective from the date of publication on the platform.